

**Request for Proposal**

**for**

**DEVELOPMENT OF PHASE II, 300 MW OF FLOATING SOLAR PARK of (3X  
100 MW) Units AT OMKARESHWAR RESERVOIR, MADHYA PRADESH**

**Tender Search Code: RUMSL-2022-TN000002**

**Buyer's Tender Reference No (B-TRN): F/RUM/2021/REP/09-014/310**

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**ISSUED BY:  
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## **DISCLAIMER**

The information contained in the Bid Documents or any other information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of RUMSL and its employees or advisors is provided to Bidders on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and further it is neither an offer nor an invitation by RUMSL to the Bidders or any other Person. The purpose of the Bid Documents is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

The Bid Documents include statements which reflect various assumptions and assessments arrived at by RUMSL and its advisors for the Floating Solar Park at Omkareshwar Reservoir (Phase II of the entire project comprising of the internal infrastructure being set up by RUMSL and the three (3) Units of an estimated aggregated capacity of 300 MW and its connectivity arrangements) to be set up by the Floating Solar Power Generator(s)). Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in the Bid Documents may not be appropriate for all Persons and it is not possible for RUMSL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads the Bid Documents. The assumptions, assessments, statements, and information contained in the Bid Documents may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in the Bid Documents.

The information provided in the Bid Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. RUMSL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bid Documents.

RUMSL and its employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in the Bid Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Documents and any assessment, assumption, statement or information contained in the Bid Documents or deemed to form part of the Bid Documents or arising in any way.

RUMSL and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the content of the Bid Documents.

It will be deemed that by submitting a Bid, each Bidder agrees and releases RUMSL and its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the Bid Documents and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

RUMSL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the Bid Documents.

The RFP and the Project Agreements have been prepared in accordance with the Section 63 Guidelines, as amended from time to time, except for the deviations as may be approved by Madhya Pradesh Electricity Regulatory Commission.

The issue of the Bid Documents does not imply that RUMSL is bound to qualify any Bidder or to award the project to any Bidder. RUMSL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The statements and explanations contained in this RFP, the Information Memorandum, the Data Room and any other Bid Documents are intended to provide an understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the obligations of the Selected Bidder(s) that will be set out in the Project Agreements or RUMSL's right to amend, alter, change, supplement or clarify the Units' scope or the terms of this RFP or the Project Agreements. Consequently, any omissions, conflicts or contradictions in the Bid Documents (including this RFP) are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by RUMSL.

The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by RUMSL or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will be borne by Bidders, and RUMSL and its employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

## GLOSSARY

In this RFP, unless the context otherwise requires, capitalised terms shall have the meaning given to them in the table below.

<b>Addendum or Addenda</b>	means addendum or addenda to the RFP.
<b>Affiliate</b>	means, in relation to a Bidder, or a Member of a Consortium, a Person who, directly or indirectly Controls, is Controlled by, or is under the common Control of such Bidder or Member of a Consortium.
<b>Annex</b>	means an annexure to this RFP.
<b>Appropriate Commission</b>	shall mean the Central Electricity Regulatory Commission referred to in section 76 of the Electricity Act or the State Electricity Regulatory Commission referred to in section 82 of the Electricity Act or the Joint Electricity Regulatory Commission referred to in section 83 of the Electricity Act, as the case may be.
<b>Average Tariff</b>	has the meaning ascribed to it in Clause 17.2.
<b>Best Quote</b>	has the meaning ascribed to it in Clause 17.4.
<b>Bid Documents</b>	<p>means this RFP, any Addenda or written clarifications issued to the Bidders in accordance with this RFP, as relevant, and any other documents provided by RUMSL including the Information Memorandum pursuant to this RFP.</p> <p>It is clarified that, on the E-bidding Portal, 'Bid Documents' are referred to as 'Tender Documents'.</p>
<b>Bid Process</b>	means the single-stage two part (envelope) bidding process, followed by the Reverse Auction Process in accordance with the Section 63 Guidelines, adopted by RUMSL for the award of the Unit(s) to the Selected Bidder, the terms of which are set out in this RFP.
<b>Bid Schedule</b>	means the Schedule set out at Schedule 1.
<b>Bid Security</b>	has the meaning ascribed to it in Clause 7.1.
<b>Bidder</b>	<p>means a Company, or a Consortium of Companies, which submits a Bid to RUMSL in accordance with the provisions of this RFP.</p> <p>It is clarified that, on the E-bidding Portal, 'Bidder' is also referred to as 'Supplier Organization'.</p>
<b>Bidding Consortium or Consortium</b>	means a combination of Companies that have formed a consortium or association by fulfilling the requirements set out in this RFP, including executing a JBA, for the purpose of submitting a Bid and for developing, operating and maintaining the Unit, if such consortium or association is declared as the Selected Bidder.

<b>Bid</b>	means the Proposal submitted by Bidders for the award of the Unit (s), comprising of online submissions in accordance with Clause 13.1, and a set of Tariffs for different Units quoted at the Reverse Auction Process stage; and <b>Bid</b> shall mean any one of them.
<b>Calendar Year</b>	means a year commencing on 1 January and ending on 31 December.
<b>Clause</b>	means a clause of this RFP.
<b>Company or Bidding Company</b>	means a body corporate incorporated in: (a) India under the Companies Act, 1956 or the Companies Act, 2013, as applicable; or (b) any other country, in accordance with the applicable laws of the country of incorporation.
<b>Competent Authority</b>	Competent Authority shall have the meaning ascribed to in the Office Memorandum.
<b>Conflict of Interest</b>	has the meaning ascribed to it in Clause 3.2(a).
<b>Control</b>	means the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or the right to appoint majority directors.
<b>Corrigendum or Corrigenda</b>	Corrigendum or Corrigenda means a corrigendum or corrigenda to the RFP.
<b>Data Room</b>	means the virtual data room that will be open to Bidders and their advisors from the date specified in Schedule 1 until the Proposal Due Date.  It is clarified that, on the E-bidding Portal, 'Data Room' is referred to as 'Buyer Data-Room Tender-Specific (BDR-TS)'.
<b>Delivery Point</b>	shall have the meaning ascribed to in the Power Purchase Agreement.
<b>Document Cost</b>	means the amount of INR 250,000 (Indian Rupees Two Hundred Fifty Thousand) exclusive of applicable taxes, payable by Bidders, in accordance with Clause 21.3, towards the cost of the Bid Documents.
<b>E-bidding Portal</b>	has the meaning ascribed to it in Clause 2.2.  It is clarified that, on the E-bidding Portal, the term 'E-bidding Portal' is referred to as 'ElectronicTenderSystem® (ETS)' – URL: <a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a> .
<b>Equity</b>	shall mean the sum expressed in INR representing the paid up share capital of the SPD for meeting the equity component of the project, and shall include convertible instruments or other similar form of

	capital, which shall compulsorily convert into equity share capital of the SPD and any subordinated shareholder loan.
<b>Eligible Bidder</b>	means a Bidder who is determined to be eligible to participate in the Reverse Auction Process on the basis of responsiveness check of its Financial Proposal, in accordance with Clause 17.2.
<b>Financial Capacity</b>	has the meaning ascribed to it in Clause 15.5.
<b>Financial Proposal</b>	has the meaning ascribed to it in Clause 13.1(b).  It is clarified that, on the E-bidding Portal, 'Financial Proposal' is referred to as 'Financial Bid-Part or Financial Envelope or Financial-Part'.
<b>Financial Year</b>	means a year commencing on 1 April of any Calendar Year and ending on 31 March of the following Calendar Year.
<b>Floating Solar Park (FSP)</b>	shall mean Phase II (300 MW) of floating solar park of estimated 600 MW capacity located at Omkareshwar reservoir in the state of Madhya Pradesh
<b>Floating Solar Power Generator</b>	means solar power generator setting up floating solar projects for the respective Unit at the Floating Solar Park as per this RFP and for the purposes of executing the Project Agreements, will mean:  (a) the SPV incorporated by the Selected Bidder; or  (b) the Selected Bidder itself, if it is a single entity, and not a Consortium or a foreign Company, and has elected not to incorporate an SPV to implement the project.
<b>GoI</b>	means the Government of India.
<b>GoMP</b>	means the Government of Madhya Pradesh.
<b>Information Memorandum</b>	means the information memorandum prepared by RUMSL in relation to the Floating Solar Park and the Units and shared by RUMSL in Data Room. In case of any discrepancy, the RFP and the Project Agreements would prevail over the Information Memorandum.
<b>INR</b>	means Indian Rupees, the lawful currency of the Republic of India.
<b>ISN-ETS</b>	means M/s ISN ElectronicTender Services Private Limited.
<b>JBA</b>	means a binding joint bidding agreement to be entered into by the Members of a Consortium, substantially in the form set out in Annex 5.
<b>Lead Member</b>	in the context of a Consortium, means the Member who contributes at



	least 51% (fifty one percent) of the required Net Worth for qualification, commits to hold the required Equity in the SPV in accordance with Clause 3.1(e)(vi) and is authorized by the other Members of the Consortium, to act as the lead member with the rights and obligations set out in this RFP.
<b>LOA</b>	means, with respect to the Unit, a letter of award that will be issued by RUMSL to the Selected Bidder for the Unit in accordance with the terms of this RFP.
<b>Member</b>	means a member of a Consortium.
<b>MNRE</b>	means the Ministry of New and Renewable Energy, GoI.
<b>MoP</b>	means the Ministry of Power, GoI.
<b>MPERC</b>	means the Madhya Pradesh Electricity Regulatory Commission.
<b>MPPMCL</b>	means Madhya Pradesh Power Management Company Limited.
<b>MPUVNL</b>	means Madhya Pradesh Urja Vikas Nigam Limited.
<b>MW</b>	means one Mega Watt, where Watt is an SI unit of power, equivalent to one joule per second, corresponding to the rate of consumption of energy in an electric circuit where the potential difference is one volt and the current one ampere.
<b>Net Worth</b>	means in case of a Company, the total net worth as calculated in accordance with the Companies Act, 2013.
<b>Office Memorandum</b>	means the Office Memorandum F.No.6/18/2019-PPD dated 23 July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India to amend Rule 144 of the General Financial Rules along with all subsequent amendments and clarifications.
<b>Paisa</b>	means one-hundredth of INR.
<b>Parent</b>	shall mean a company that holds more than fifty percent (50%) of the paid up equity capital directly or indirectly in the Bidding Company or in a Member of a Bidding Consortium, as the case may be.
<b>Pass-Phrase</b>	has the meaning ascribed to it in Schedule 2.
<b>Person</b>	means any corporation, company, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture or other legally recognized entity of whatever nature.
<b>Power Purchase Agreement/ PPA</b>	means the power purchase agreement to be executed by the Floating Solar Power Generator with MPPMCL for the respective Unit.

<b>Pre-Bid Meeting</b>	has the meaning ascribed to it in Clause 5.2.
<b>Procurer</b>	shall mean, <b>M.P. Power Management Company Limited (MPPMCL)</b>
<b>Project Agreements</b>	means, collectively, the agreements to be executed by a Floating Solar Power Generator with RUMSL, GoMP NRE, MPPMCL in respect of the Unit for which it has been declared Selected Bidder.
<b>Proposal</b>	means collectively the Qualification Proposal and the Financial Proposal, to be submitted by the Bidders in accordance with this RFP.  It is clarified that, on the E-bidding Portal, 'Proposal' is referred to as 'Bid' or 'Tender'.
<b>Proposal Due Date</b>	means the last date specified in Schedule 1 for submission of the Proposal.  It is clarified that, on the E-bidding Portal, 'Proposal Due Date' is referred to as 'Last Date and Time of Receipt of Bids'.
<b>Qualification Proposal</b>	means the qualification proposal, comprising of the documents set out in Clause 13.1(a), to be submitted by a Bidder as a part of its Bid pursuant to this RFP.  It is clarified that, on the E-bidding Portal, 'Qualification Proposal' is referred to as 'Technical-Part' or 'Technical Envelope' or 'Technical Bid-Part'.
<b>Qualified Bidders</b>	has the meaning ascribed to it in Clause 2.1(a).
<b>Reverse Auction Process</b>	means the reverse auction to be conducted to determine the Selected Bidder(s), in accordance with Clause 18.  It is clarified that, on the E-bidding Portal, 'Reverse Auction Process' is referred to as 'Reverse Auction' or 'e-Reverse Auction'.
<b>RFP</b>	means this Request for Proposal.
<b>RUMSL</b>	means Rewa Ultra Mega Solar Limited, a company incorporated under the (Indian) Companies Act, 2013, whose registered office is at Urja Bhawan Link Road No. 2, Shivaji Nagar, Bhopal – 462016, Madhya Pradesh, India.
<b>Schedule</b>	means a schedule to this RFP.
<b>Scheduled Bank</b>	means a bank listed under the second schedule of the Reserve Bank of India Act, 1934.

<b>SECI</b>	means Solar Energy Corporation of India, a GoI enterprise, with one of the main objectives to develop and promote solar power in India.
<b>Section 63 Guidelines</b>	The “Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Solar PV Power Projects” dated 03 August 2017 issued by the MoP under the provisions of Section 63 of the Electricity Act, 2003 for long term procurement of electricity from grid-connected solar PV power projects, having size of 5 MW and above, through competitive bidding, as the same may be amended from time to time.
<b>Selected Bidder</b>	means, in respect of each Unit, the Eligible Bidder selected by RUMSL for award of the Project Agreements for that Unit, following the completion of the Bid Process.  It is clarified that, on the E-bidding Portal, ‘Selected Bidder’ is referred to as ‘Awardee’.
<b>SPV</b>	means a special purpose vehicle to be incorporated under the (Indian) Companies Act, 2013 by the Selected Bidder.
<b>Tariff</b>	means the tariff applicable to the relevant Unit for the Term under the Power Purchase Agreement, as finally determined in accordance with Clause 18.3 of the RFP.
<b>Term</b>	means the period starting from PPA execution date of a Unit till the expiry of a period of 25 (twenty five) years from the Unit SCOD.
<b>Unit or Units</b>	has the meaning ascribed to it in Clause 1.5.  It is clarified that, on the auction screen of the E-bidding Portal, ‘Unit’ or ‘Units’ would be referred to as ‘Entity for Auction’.
<b>Unit COD</b>	shall have the meaning ascribed to it in the Power Purchase Agreement.
<b>Unit SCOD</b>	shall have the meaning ascribed to it in the Power Purchase Agreement.
<b>USD or \$</b>	means United States Dollar, the lawful currency of the United States of America.

## **SECTION I INTRODUCTION**

### **1. BACKGROUND**

- 1.1 Floating solar is a new and emerging application of solar PV technology. The technology aims to overcome several challenges afflicting large ground mounted solar plants like land availability issues, evacuation infrastructure, water conservation and higher electricity generation to name a few. Floating solar PV applications installed on water masses and related infrastructures such as lakes, reservoirs, water canals or embankments, provide a much-needed alternative to land, making solar PV deployment free of additional land requirements. Floating solar has started getting traction worldwide and is expected to grow strongly over the coming years. Annual capacity addition is expected to grow from an estimated 1.1 GW in 2018 to 4.6 GW by 2022.
- Floating solar PV applications present for India an optimal alternative to land intensive ground mounted PV plants, in concordance with the efficient land use promoted by relevant international organizations: it is estimated by Food and Agriculture Organization (FAO) that food production will need to cover the demand of two additional billion people by 2050; an immense challenge, as new cultivable land is scarce and water resources are being affected either by human use or by climate change. Considering the high and still increasing population density of India and the consequent limited land availability, floating solar PV applications are set to emerge as decisive for sustainable energy and agriculture development in India.
- 1.2 The state of Madhya Pradesh has been at the forefront of clean and renewable energy development with its vast potential. The present installed capacity of wind and solar is more than 5300 MW and is considered as one of the most prominent states for development of RE. RUMSL, a joint venture of SECI and MPUVNL, has been designated as a Solar Power Park Developer (SPPD) by MNRE for the state of Madhya Pradesh.
- 1.3 RUMSL has decided to develop the Omkareshwar floating solar park as 6 (six) independent units (i.e. each unit of 100 MW) of floating grid-connected solar photovoltaic power plants. The 600 MW capacity is being developed in two (2) phases (Phase I and Phase II) with each phase comprising of 3x100 MW units of floating solar photovoltaic plants. This Request for Proposal is for development of Phase II (3x100 MW) comprising of Units A, B and C as per Clause 1.5 below. With the issuance of this RFP, RUMSL intends to develop and provide the park infrastructure for Floating Solar Park and invites developers to bid and develop floating solar power projects at the Floating Solar Park, thereby contributing to the targets envisaged under the Atma Nirbhar MP vision. The execution of these projects will also build the institutional and technical capability of the state to develop such projects in the future. The Omkareshwar reservoir is with the Narmada Valley Development Authority (NVDA). RUMSL has identified sites on the reservoir and shall allow right to use for the development of this Floating Solar Park from NVDA. Floating Solar Power Generators, selected by RUMSL based on this RFP, shall set up floating solar power projects on BOO (Build Own Operate) basis in accordance with the provisions of this RFP document and Project Agreements. The Floating Solar Power Generators will be selected through an open competitive bidding process in accordance with the Section 63 Guidelines and the procedure set out in this RFP. This RFP has been prepared, and the Bid Process shall be conducted, in accordance with the requirements of the Section 63 Guidelines.

- 1.4 For the purposes of the Bid Process and the Floating Solar Park, RUMSL will be the solar power park developer developing the Floating Solar Park and the ‘Authorized Representative’ for carrying out the Bid Process in accordance with the RFP and the Section 63 Guidelines.
- 1.5 Under Phase -II, the estimated 300 MW (AC) capacity of the Floating Solar Park shall comprise of three (3) units of floating solar photovoltaic grid-connected power projects, to be developed at pre-identified locations at Omkareshwar reservoir. These units of varying estimated capacities for Phase II are listed in the table below. Each of these units will be referred to as a **Unit** and collectively as **Units**. The Unit capacity in MW is the maximum power output (AC) from the Unit that would be scheduled at the Delivery Point during any time block of the day.

Table 1: Unit wise estimated capacity allocation of under Phase II (300 MW)

<b>Unit</b>	<b>Capacity</b>
A	100 MW
B	100 MW
C	100 MW

Provided that the Bidders shall have the option to quote the Unit wise capacity within the maximum and minimum range of capacities specified below based on their due diligence. The Bidders shall quote the Unit wise capacity only in whole numbers and shall not quote any value lower than the min. capacity provided in Table 2 below for any of the Units.

Table 2: Max. and Min. capacity quote

<b>Unit</b>	<b>Max. Capacity Quote</b>	<b>Min. Capacity Quote</b>
A	100 MW	90 MW
B	100 MW	90 MW
C	100 MW	90 MW

Provided further that in the event of selection of the Bidder as the Selected Bidder, the capacity quoted by such Bidder in its Bid shall be treated as final and shall not be revised under any circumstances subject to the provisions of the PPA.

- 1.6 Procurer shall enter into PPA with the Floating Solar Power Generator for a period of 25 years as per the provisions of PPA. Various aspects related to the project site, right to use land, water, evacuation arrangements and other details etc. are provided in the Data Room. Bidders are encouraged to download and avail information from the Data Room in this regard. Bidders are further encouraged to conduct their due diligence on benefits including tax for the project development. No claim shall arise on RUMSL or the GoMP for any liability if Bidders are not able to develop projects or avail fiscal incentives, if available, and this will not have any bearing on the applicable tariff. Bidders shall submit their bid by offering a single tariff for each Unit that shall be applicable for the PPA period. The construction, execution, development, commissioning and operation of the Project shall be guided by the terms and conditions of the Project Agreements including the PPA.
- 1.7 The Selected Bidder for each Unit will be required to sign Power Purchase Agreement with the Procurer. The Power Purchase Agreement sets out further details regarding commissioning of the Unit, which will be issued by RUMSL before the Proposal Due Date.

## 1.8 Project Site - Omkareshwar Reservoir

Site for developing the Units will be provided by RUMSL/GoMP, on the terms and conditions specified in the relevant Project Agreements, which will be issued by RUMSL before the Proposal Due Date.

As a part of the Bid Documents, RUMSL has provided to Bidders, the site details for the Floating Solar Park in the data room. The details include Bathymetry hydrology, topographic and geophysical survey details of the reservoir.

Further details regarding the site to be provided to the Floating Solar Power Generators is set out in the Information Memorandum and Project Agreements.

## 1.9 Power Transmission and Evacuation

RUMSL will provide the power evacuation infrastructure, for the interconnection of the Unit and evacuation of power from the Unit up to the Delivery Point:

- i. 1 (One) 33/220 kV outdoor substation at Chitramod, associated with and dedicated for 3 (Three) Units of 100 MW each (Units A, B and C) at the Omkareshwar Floating Solar Park Site (referred to as **Pooling Substation**).
- ii. The Pooling Substation shall comprise of the following:
  - 4 (Four) 100 MVA 33/220kV power transformers
  - 18 (eighteen) number of 33kV feeder bays including 4 (four) 33 kV transformer input feeders and 2 (two) 33 kV bus coupler bays
  - main and auxiliary bus of 33kV & 220 kV
  - 4 (four) number of 220 kV transformer bays including one for spare transformer
  - 1 (one) number of 220kV line bay and 1 (one) 220kV bus coupler bay
  - substation switchgear like isolators, circuit breakers, lightening arresters, wave trap and coupling capacitor for 220 kV line and instrument transformers.
- iii. Each Unit of 100 MW shall connect to a 100 MVA transformer with 33/220 kV voltage ratio at the Pooling Substation, through 4 (four) 33 kV three phase feeders from the individual Unit.
- iv. 1 (one) single circuit single strung 220 kV transmission line from Pooling Substation for Units A, B and C at Chitramod to 220kV bay at the MPTRANSCO 220/400kV Substation at Chhegaon.
- v. 1 (one) 220kV bay at the MPTRANSCO 220/400kV Substation at Chhegaon for transmission line connectivity.

RUMSL is in the process of obtaining the relevant approvals for connectivity to the grid in terms of applicable law, including the Madhya Pradesh Electricity Grid Code (Revision II), 2019 and MPERC (Terms and Conditions for Intrastate Open Access in Madhya Pradesh) Regulations, 2021.

Further details regarding the power evacuation infrastructure for the Units is set out in the Information Memorandum and Project Agreements.

#### 1.10 Power Off-take

- (a) Energy generated from the Units will be purchased by MPPMCL (on behalf of the 3 (three) state distribution companies) in the state of Madhya Pradesh in accordance with the provisions of Power Purchase Agreement.
- (b) The following prescribes the ‘Minimum Supply Obligation’ (MSO) values (i.e. the minimum units of energy that the Selected Bidder will be required to supply to MPPMCL in each Contract Year from the Unit) and the ‘Guaranteed Energy Offtake’ (GEO) values (i.e. the units of delivered energy that MPPMCL shall procure from the Selected Bidder in each Contract Year from the Unit) in relation to each Unit for capacity of 100 MW.

Table 3: Prescribed base values of MSO and GEO for 100 MW

Unit	Capacity	Prescribed base value of MSO	Prescribed base value of GEO
A	100 MW	175 MUs	206 MUs
B	100 MW	175 MUs	206 MUs
C	100 MW	175 MUs	206 MUs

MUs: Million units (kWh)

- (c) In the event the Bidder quotes for 100 MW Unit capacity for the Units A, B, C in its Bid (as per format provided in Annex 8), it shall have the option to either:
  - (i) agree to the MSO and the GEO values currently prescribed above in Clause 1.10 (b);
  - or
  - (ii) upwardly revise both MSO and the GEO values, by proposing a fixed percentage increase to the MSO and the GEO values prescribed above in Clause 1.10 (b).
- (d) In the event the Bidder, as per Clause 1.5 of this RFP, proposes lower than 100 MW capacity for any of the Units A, B, C in its Bid (as per format provided in Annex 8) shall have the option to either:
  - (i) agree to the base values of MSO and GEO currently prescribed in Annex 8A corresponding to the proposed lower capacity of the Unit;
  - or
  - (ii) upwardly revise both MSO and the GEO values for the base values as per Clause 1.10(d)(i), by proposing a fixed percentage increase to the MSO and the GEO values for the Unit for which lower capacity is proposed.

It is clarified for the avoidance of doubt, that in case a Bidder chooses to revise the values of MSO and GEO as per Clause 1.10(c)(ii) or Clause 1.10(d)(ii), then it must ensure that the MSO values and the GEO values are increased in the same proportion for a particular Unit. In case the Bidder decides to agree to the MSO and the GEO values currently prescribed as per Clause 10.1(b) or as per Clause 1.10(d)(i), then the percentage increase will be indicated as 0% (zero percent) in Annex 8.

It is further clarified that the revised values of MSO and GEO will be calculated in whole numbers and without a decimal in place, by rounding up the first decimal if it is 5 (five) or above and rounding down the first decimal if it is below 5 (five).

**Illustration 1:** In the event, Bidder is quoting 100 MW capacity for each Units A, B, C then the GEO base value for each Unit for 100 MW is 206 MUs and the MSO base value is 175 MUs in a contract year. The Bidder, at its sole option, may decide to revise these values by 20% (twenty percent) for Unit A and quote as per Annex 8, in which case the revised GEO amounts would be 247 MUs and the revised MSO would be 210 MUs for Unit A.

**Illustration 2:** In the event, Bidder is quoting for 90 MW for Unit A and 100 MW for Units E and F. In such case, as per Annex 8A the GEO base value for Unit A is 185 MUs and MSO base value for Unit A is 158 MUs while the GEO base value is 206 MUs and the MSO base value is 175 MUs for Units E and F. The Bidder, at its sole option, may decide to revise the values by 20% (twenty percent) for Unit A and quote as per Annex 8, in which case the revised GEO amounts would be 222 MUs and the revised MSO would be 190 MUs for Unit A. The Bidder may also propose revised values for Unit B and Unit C.

All Bidders shall furnish, as part of its Qualification Proposal, the required details in the form as set out under Annex 8 of the RFP for all the Units.



## SECTION II

### BID PROCESS

#### PART A. GENERAL

#### 2. DESCRIPTION OF BID PROCESS

2.1 In order to identify Selected Bidder(s), RUMSL shall follow a Bid Process comprising of a single-stage 2 (two) part (envelope) process, followed by the Reverse Auction Process, as explained below:

(a) Qualification

Bidders are required to submit a Proposal consisting of 2 (two) parts (envelopes): (i) the Qualification Proposal as described in Clause 13.1(a); and (ii) the Financial Proposal as described in Clause 13.1(b). The Qualification Proposal will be opened first. The determination of responsiveness of the Qualification Proposal and the evaluation of the Financial Capacity of the Bidder will be done in accordance with Clause 14 and Clause 15 respectively. Bidders who meet the minimum Net Worth requirement and whose Qualification Proposal is responsive shall be qualified for opening of their Financial Proposal (**Qualified Bidders**).

(b) Financial Proposal

RUMSL shall open the Financial Proposals of only the Qualified Bidders to determine their responsiveness in accordance with Clause 16 and to identify the Eligible Bidders in accordance with Clause 17. The Eligible Bidders shall be eligible to participate in the Reverse Auction Process.

(c) Reverse Auction Process

The Eligible Bidders shall participate in the Reverse Auction Process, in accordance with Clause 18, for determination of the Selected Bidder(s).

2.2 For conducting the E-bidding, RUMSL will use the portal <https://www.bharat-electronictender.com> managed by ISN ElectronicTender Services Private Limited (referred as ISN-ETS) (**E-bidding Portal**). Bidders are required to register themselves online on E-bidding Portal (if they are not already registered), as 'Supply-Organization/Bidder', by paying 'Buyer-specific Annual Portal Registration Fee' to ISN-ETS of INR 3,000 (Indian Rupees Three Thousand only) (plus applicable taxes as indicated in the E-bidding Portal), through NEFT/IMPS in accordance with the instructions provided on the E-bidding Portal, or through any alternative modes indicated on the E-bidding Portal. Subsequently, the Bidders would be able to download the RFP and other Bid Documents from the E-bidding Portal. A Bidder who is already validly registered on the E-bidding Portal (i.e., registered under 'General' category or 'Buyer-Specific for RUMSL') need not register again on the E-bidding Portal. In case a Bidder is already validly registered on the E-bidding Portal for bid processes in relation to

other organizations, such a Bidder may also upgrade to 'General' category by paying the applicable fee prescribed on the E-bidding Portal.

Bidder may also note that a payment of Rs. 15,000 (Indian Rupees Fifteen Thousand only) (plus applicable taxes) shall be payable by Bidder for submission of Bid on E-bidding Portal (Applicable ETS Bidding Fee) on or prior to the Proposal Due Date and Rs. 15,000 (Indian Rupees Fifteen Thousand only) (plus applicable taxes) for participation in the Reverse Auction Process, through NEFT/IMPS in accordance with the instructions provided on the E-bidding Portal, or through any alternative modes indicated on the E-bidding Portal.

Further details regarding E-bidding process, registration requirements and other details are set out in Schedule 2.

### **2.3 Bidding Parameter**

In the Financial Proposal and the Reverse Auction Process, the Eligible Bidders will quote the Tariff that will be applicable to the relevant Unit for the Term of the Power Purchase Agreement for the respective Unit.

The last lowest Tariff quoted by an Eligible Bidder during the Reverse Auction Process, for the relevant Unit, will be the sole criterion for determining the Selected Bidder for that Unit. If at the end of the Reverse Auction Process, no Bids are received from any of the Eligible Bidders for a Unit, the Eligible Bidder with the Best Quote for that Unit, as identified in accordance with Clause 17.4, will be awarded such Unit. Provided that a Selected Bidder shall be awarded a maximum of 2 (two) Units under this RFP out of the three (3) Units (A, B and C).

## **3. ELIGIBILITY OF BIDDERS**

### **3.1 Nature of Bidding Entity**

- (a) Any Bidder, which is a Company or a Consortium, shall be eligible to submit a Bid. The term Bidder used in this RFP applies to both a single Company and a Consortium.
- (b) Where a Bidder is a single entity and is declared as the Selected Bidder, it may at its option form an SPV to execute the Project Agreements. However, if the Selected Bidder is a Consortium or a foreign Company, then it will be mandatory for such Selected Bidder to incorporate an SPV to execute the Project Agreements.
- (c) The shareholders of the Bidder will be required to continue to legally and beneficially hold at least 51% (fifty one) of the total Equity with voting rights of the Bidder, from the date of submission of the Proposal until the completion of the Bid Process and, if the Bidder is determined to be Selected Bidder and it chooses (in case of a Selected Bidder being a single entity) to incorporate an SPV, then until incorporation of the SPV.
- (d) In case of the Bidder being a Consortium, the shareholders of each Member of the Consortium (other than a Member being a listed company) will be required to continue to legally and beneficially hold at least 51% (fifty one) of the total Equity with voting rights of the respective Member of the Consortium, from the date of submission of the Proposal until

the completion of the Bid Process and, if the Bidder is determined to be Selected Bidder, then until incorporation of the SPV.

The Selected Bidder, if being a single company and chooses to incorporate an SPV, shall ensure that its shareholding in the SPV/project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of the Procurer and RUMSL. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company/ consortium till 1 (one) year from the COD, except with the prior approval of the Procurer and RUMSL. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to the Procurer before signing of the PPA with Procurer.

*Explanation: For the purpose of this provision “control” shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Company or right to appoint majority directors.*

- (e) If the Bidder is a Consortium, then the Consortium and its Members shall, comply with the following conditions:
- (i) The number of Members in such Consortium shall not exceed 3.
  - (ii) The Qualification Proposal submitted by the Consortium should contain the required information of each Member of the Consortium in accordance with Clause 13.1.
  - (iii) The Members of the Consortium shall nominate the Lead Member. Such nomination shall be supported by a power of attorney signed by all the Members of Consortium (and duly acknowledged by the Lead Member) and shall substantially be in the form set out in Annex 4. The Lead Member shall have the authority to represent all the Members of the Consortium during the Bid Process, and until the incorporation of the SPV.
  - (iv) The Consortium shall submit a binding and enforceable JBA to RUMSL with its Bid, substantially in the form set out at Annex 5.
  - (v) Except as specifically permitted in accordance with the Bidding Documents, the Members of the Consortium shall not amend, vary or terminate the JBA at any time during the validity period of the Bid, as specified in Clause 11.1, and if such a Consortium is determined to be the Selected Bidder then until the expiry of a period of 1 (one) year from the Unit COD, without the prior written consent of RUMSL.
  - (vi) The Members of the Consortium shall undertake that they shall be jointly and /severally responsible and liable for meeting all of the Floating Solar Power Generator's obligations in relation to the Unit.
  - (vii) The combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (one) year from the COD, except with the prior approval of the Procurer and RUMSL. Provided that the Lead Member shall subscribe and hold not less than 26% (twenty six percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Unit COD, unless permitted otherwise by RUMSL and the Procurer. Further, the Members of the Consortium, as on the date of submission of the Bid, shall not cede control of the Consortium until the expiry of a period of 1 (one) year from the Unit COD, unless permitted otherwise by RUMSL and the Procurer.

*Explanation: For the purpose of this provision “control” shall mean the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such Consortium or right to appoint majority directors.*

Provided however, at all times from the date of incorporation of the SPV until 1 (one) year from the Unit COD, in case of any change in shareholding of the SPV up to 49% of the total Equity with voting rights of the SPV, the Selected Bidder (i.e., the Lead Member and the Members of the Consortium) and the new shareholder of the SPV shall, individually or collectively, continue to maintain the Financial Capacity.

- (viii) The Selected Bidder or the shareholders of the Selected Bidder, as the case may be, will be entitled to, without seeking any prior consent from RUMSL or counterparties to the Project Agreements, dilute its shareholding in the Equity of the SPV or the Selected Bidder, as the case may be, below the levels stated in Clause 3.1 (d) and 3.1 (e)(vii) after the expiry of a period of 1 (one) year from the Unit COD.

### 3.2 **General Conditions of Eligibility**

- (a) A Bidder shall not have a conflict of interest that affects the Bid Process (**Conflict of Interest**). Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bid Process, if:

- (i) such Bidder or an Affiliate/ Parent of such Bidder:
- (A) Controls, is Controlled by or is under common Control with any other Bidder or any Affiliate thereof; or
  - (B) has any direct or indirect ownership interest in any other Bidder or Affiliate thereof,

provided that this disqualification shall not apply if:

- a. the direct or indirect ownership interest in such other Bidder or Affiliate thereof is less than 20% (twenty percent); or
  - b. the Control or ownership interest is exercised or held by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013; or
  - c. the common Control or ownership is through GoI or any state govt. of India;
- (ii) such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder or its Affiliate receives or provides any direct or indirect subsidy, grant, concessional loan or subordinated debt from or to any other Bidder or such other Bidder's Affiliate; or
- (iv) such Bidder, or its Affiliate has a relationship with another Bidder, or such other Bidder's Affiliate, directly or through common third party/parties (including advisors), that puts either or both of them in a position to have access to the other's information about, or to influence the Bid, of the other; or

- (v) such Bidder, or its Affiliate has participated as a consultant to RUMSL in the preparation of any documents, design or technical specifications of the Unit(s) or the Floating Solar Park.

*Explanation: If a Bidder is a Consortium, then the term "Bidder" as used in this Clause 3.2(a) shall include each Member of such Consortium; and the term " Affiliate" as used in this Clause 3.2(a) shall include Affiliate of each Member of the Consortium.*

- (b) A Bidder shall be liable for disqualification if any legal, regulatory, financial or technical advisor of RUMSL, advising RUMSL directly or indirectly, in relation to the Floating Solar Park is engaged by the Bidder, its Member or any of its Affiliate, as the case may be, in any manner for matters related to the submission of the Bid. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its Member or any of its Affiliate in the past but its assignment expired or was terminated prior to the date of issuance of this RFP.
- (c) If on or before expiry of a period of 1 (one) years from the Unit COD, in accordance with the Power Purchase Agreement:
  - (i) a Bidder is likely to breach or breaches its undertakings under Clause 3.1(d) or a Member of a Consortium is likely to breach or breaches any of its undertakings under Clause 3.1(e)(vii); or
  - (ii) if any Affiliate/Parent, whose financial credentials have been relied on by the Bidder or a Member of the Consortium to demonstrate Financial Capacity, ceases or will cease to be an Affiliate/Parent of the Bidder or such Member,

then the Bidder shall give RUMSL notice of such occurrence immediately forthwith along with all relevant particulars of such occurrence. If RUMSL is of the view that such occurrence is likely to affect the Financial Capacity of the Bidder or the Consortium adversely, then RUMSL may disqualify the Bidder from participation in the Bid Process; or, if the Bidder has been declared as the Selected Bidder, withdraw the LOA without RUMSL incurring any liability towards the Selected Bidder for such withdrawal or termination.

If the events set out in Clause 3.2(c)(i) or Clause 3.2(c)(ii) above takes place after execution of the Project Agreements, then the Bidder shall give all the counterparties to the Project Agreements notice of such occurrence forthwith along with all relevant particulars of such occurrence. If all the counterparties to the Project Agreements are of the view that such occurrence is likely to affect ability of the Floating Solar Power Generator to undertake its obligations set out in the Project Agreements, then the counterparties under the Project Agreements shall terminate the Project Agreements, without incurring any liability towards the Floating Solar Power Generator, in accordance with the terms of the Project Agreements.

While RUMSL or the counterparties under the Project Agreements, as the case may be, will not unreasonably withhold or delay taking a decision pursuant to the notice

issued by Bidder under Clause 3.2 (c), the decision of RUMSL or the counterparties under the Project Agreements, as the case may be, will be final in this regard.

- (d) If any Person or any of its Affiliates has been barred by any central, state or local government or government instrumentality in India or in any other jurisdiction to which such Person or its Affiliate belongs or in which such Person or its Affiliate conducts its business, from participating in any project on a private participation basis, and the bar subsists as on the Proposal Due Date, then such Person shall not be eligible to submit a Bid, either individually or as a Member of a Consortium. If any time during the Bid Process, RUMSL finds that the Bidder or a Member of a Consortium is so barred, then RUMSL may disqualify the Bidder from participation in the Bid Process.
- (e) A Bidder or any of its Affiliates (and in the case of a Consortium, the Members and their Affiliates) should not have, in the 3 (three) years immediately preceding the Proposal Due Date:
  - (i) failed to perform any contract exceeding a contract value of INR 375 Cr (Three Hundred Seventy Five Crore only) as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement and/or arbitration award against the Bidder, Member or their Affiliates, as the case may be and there is no appeal pending against such judicial pronouncement and/or arbitration award; or
  - (ii) had any contract terminated by any government or government instrumentality for breach by such Bidder, Member or their Affiliates and there is no appeal pending against such termination before any judicial authority.

If RUMSL finds that any of the above events have occurred or affected the Bidder or a Member of a Consortium, then RUMSL may disqualify the Bidder from participation in the Bid Process.

- (f) A Bidder or any of its Affiliates (and in the case of a Consortium, the Members and their Affiliates) should not:
  - (i) have been categorized as a wilful defaulter by any lender, in accordance with applicable laws; or
  - (ii) have litigation pending or, to the best of such Bidder's knowledge, threatened against it, which is of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

If RUMSL finds that any of the above events have occurred or affected the Bidder or a Member of a Consortium, then RUMSL may disqualify the Bidder from participation in the Bid Process.

- (g) RUMSL reserves the right to seek information and evidence from the Bidders regarding their continued eligibility at any time during the Bid Process and each

Bidder shall undertake to provide all of the information and evidence requested by RUMSL.

### 3.3 Additional Conditions of Eligibility

The Office Memorandum prescribes certain conditions of eligibility for Bidders from countries which share land borders with India, except those countries to which Government of India has extended lines of credit or in which the Government of India is engaged in development projects<sup>1</sup>. The conditions of eligibility for such Bidders are as below:

- (a) Any Bidder from a country which shares a land border with India will be eligible to Bid in this tender only if such Bidder is registered with the Competent Authority.

In case of such Bidder being a Consortium, all Members of the Consortium should be registered with the Competent Authority.

- (b) For the purpose of this Clause 3.3, "Bidder from a country which shares a land border with India" means:

- (i) an entity incorporated, established or registered in such a country; or
- (ii) a subsidiary of an entity incorporated, established or registered in such a country; or
- (iii) an entity substantially 'controlled' through entities incorporated, established or registered in such a country; or
- (iv) an entity whose 'beneficial owner' is situated in such a country; or
- (v) an Indian (or other) agent of such an entity; or
- (vi) a Consortium where any Member of the Consortium falls under any of the above provision of this sub-clause 3.3(b).

- (c) A "beneficial owner" for the purpose of sub-Clause 3.3(b) above will be the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a 'controlling ownership interest' or who exercises control through other means.

*Explanation: (i) 'controlling ownership interest' for the purpose of sub-clause 3.3(c) means ownership or entitlement to more than twenty five percent of Equity of the company;*

*(ii) 'control' for the purpose of sub-clause 3.3(b) and sub-clause 3.3(c) shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.*

Where no natural person is identified, the beneficial owner is the natural person who holds the position of senior managing official.

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<sup>1</sup> Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken by the Government of India are given on the website of the Ministry of External Affairs, Government of India.

- (d) For the purpose of sub-Clause 3.3(b), an agent is a person employed do any act for another, or to represent another in dealings with third person.
- (e) All other provisions of the Office Memorandum (except para 11 of the Office Memorandum), whether or not expressly stated in this RFP, will be applicable to this tender and the aforesaid clauses will be interpreted in line with the Office Memorandum.

#### **4. DATA ROOM AND SITE VISIT**

##### **4.1 Data Room**

RUMSL will set up the Data Room and provide access to the Data Room by the date specified in Schedule 1. The detailed instructions for the process of accessing the Data Room will be given to the Bidders who register on the E-bidding Portal. The Data Room will be open to the Bidders until the Proposal Due Date. Information available with RUMSL that pertains to or that is relevant to the development of the Units, will be added to the Data Room from time to time. The Bidders are invited to familiarize themselves with all such information made available in the Data Room and to examine the Floating Solar park in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids. The information provided in the Data Room will be provided only as a preliminary reference point by way of assistance to the Bidders. Nothing provided in the Data Room shall be binding on RUMSL or its advisors or confer any right on the Bidders. RUMSL or its advisors shall have no liability whatsoever in relation to or arising out of any or all contents of the information provided in the Data Room.

Notwithstanding anything contained in Clause 21.3, all Bidders registered with E-Bidding Portal shall be provided access to Data Room. For enabling the access, Bidders are required to share their organization ID of the E-Bidding Portal with RUMSL. For the avoidance of doubt, it is clarified that Bidders shall pay the Document Cost as mentioned in Clause 21.3, prior to submission of Qualification Proposal.

##### **4.2 Site Visit**

The Bidders are also advised to visit the Floating Solar Park site and familiarize themselves with the on-ground conditions without waiting for the Project Agreements to be issued. Bidders are free to visit the site on their own by informing RUMSL or to participate in the site visit facilitated by RUMSL on the date indicated in the Bid Schedule as may be amended with due intimation to all entities that register themselves with the E-bidding Portal for participation in the Bid Process.

Bidders are encouraged to submit their respective Bids after visiting the Units' site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. If a Bidder wishes to visit the Floating Solar Park site, then it will be required to, at least 7 (seven) days prior to the visit, send an e-mail request to [ruminfo@mpnred.com](mailto:ruminfo@mpnred.com), specifying the date and time of such visit and the names of the



persons who will be conducting the site visit. Unless any clarification or concern is raised by RUMSL, Bidders will be deemed to having been granted permission by RUMSL for accessing the Floating Solar Park site during the site visit. The cost of visiting the Floating Solar Park site and verifying other information shall be borne solely by the Bidder. The deemed permission granted to a Bidder and any of its personnel or agents is subject to the express condition that the Bidder, its personnel, and agents will: (a) release and indemnify RUMSL and its personnel, agents and advisors from and against all liability in respect thereof; and (b) be responsible for loss of or damage to property, and any other loss, damage, costs and expenses incurred, including death or personal injury, as a result of such inspection.

- 4.3 It will be assumed that Bidders will have accounted for all relevant factors, including technical data, site conditions, climate, weather conditions, availability of power, water and other utilities for construction, access to the site, handling and storage of materials and applicable laws and regulations, while submitting their Bids. Bidders will be deemed to have full knowledge of the Floating Solar Park and the Unit(s), including their rights, duties and obligations under the Project Agreements.

## **5. CLARIFICATIONS ON BID DOCUMENTS AND PRE-BID MEETINGS**

### **5.1 Clarifications and Queries**

- (a) If a Bidder requires any clarification on or has any query in relation to the Bid Documents, it should submit such query or request for clarification to RUMSL in writing by e-mail to [rumsinfo@mpnred.com](mailto:rumsinfo@mpnred.com). Alternatively, the Bidder can raise its queries during the Pre-Bid Meetings referred to in Clause 5.2 below. All queries or clarification requests should be submitted on or before the date mentioned in the Bid Schedule.
- (b) RUMSL shall make reasonable efforts to respond to the queries or requests for clarifications, on a non-attributed basis, on or before the date mentioned in the Bid Schedule. However, RUMSL reserves the right not to respond to any query or provide any clarification, in its sole discretion and in case of any discrepancy, the Bid Documents and the Project Agreements would prevail over the responses provided by RUMSL. RUMSL's responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders in the manner set out in Clause 5.1(d) of this RFP.
- (c) RUMSL may *suo-motu*, if deemed necessary, issue clarifications to all the Bidders.
- (d) RUMSL shall respond to Bidder's queries/clarifications, through the online process provided on the E-bidding Portal, i.e., the 'Clarification to Tender Documents' feature on the E-bidding Portal. While RUMSL may choose to also communicate with the Bidders by e-mail, notice, or any other means it may deem fit, about the issuance of the clarifications, it is the Bidders responsibility to regularly visit the E-bidding Portal and keep itself updated regarding any Addendum, Corrigendum, clarification etc. that may be issued by RUMSL.
- (e) Verbal clarifications and information given by RUMSL or any other Person for or on its behalf shall not in any way or manner be binding on RUMSL.

## 5.2 Pre-Bid Meetings

- (a) All Bidders are invited to attend the Pre-Bid Meetings on the dates mentioned in the Bid Schedule at the time and place to be notified by RUMSL by e-mail to the e-mail address provided by the registered Bidders. The purpose of the Pre-Bid Meetings will be to clarify issues and answer questions on any matter relating to the Bid Documents, the Bid Process, the Floating Solar Park and the Units.
- (b) All Bidders may nominate up to 3 (three) authorized representatives to participate in the Pre-Bid Meeting, by confirming their participation at least 3 (three) days prior to the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to [rumsinfo@mpnred.com](mailto:rumsinfo@mpnred.com)
- (c) All Bidders are requested to submit any queries to RUMSL, through the E-bidding Portal, at least 3 (three) days prior to the date of the Pre-Bid Meeting.
- (d) Notwithstanding Clause 5.2(c) above, during the Pre-Bid Meeting all Bidders will be free to seek clarifications and make suggestions to RUMSL.
- (e) All questions raised (without identifying the source) and the responses given, together with any responses prepared after the Pre-Bid Meeting, will be uploaded on the E-bidding Portal and communicated to the Bidders through the 'Clarification to Tender Documents' feature on the E-bidding Portal, and may also be communicated to Bidders through e-mail, notice or any other means that RUMSL may deem fit.
- (f) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of any Bidder from participating in the Bid Process.

## 6. AMENDMENT OF BID DOCUMENTS

### 6.1 Issuance of Addenda and Corrigenda

- (a) Up until the date that is mentioned in the Bid Schedule, RUMSL may, for any reason, whether at its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, amend the Bid Documents by issuing an Addendum or revise the timelines set out under Schedule 1 of the RFP (i.e., Schedule of Bid Process) by issuing a Corrigendum.
- (b) All Addenda and Corrigenda will be provided on the E-bidding Portal.
- (c) The Bidders are required to read the Bid Documents along with any Addenda and Corrigenda that may be issued in accordance with this Clause 6.
- (d) Each Addendum/Corrigendum shall be binding on the Bidders, whether the Bidders convey or not their acceptance of the Addendum/Corrigendum.
- (e) Any oral statements made by RUMSL or its advisors regarding the Bid Process, the Bid Documents or on any other matter, including oral clarifications or information provided by or on behalf of RUMSL at the Pre-Bid Meeting or the minutes of the Pre-Bid Meeting shall not be considered as amending the Bid Documents.

## 6.2 Issuance of Revised Bid Documents and Project Agreements

- (a) RUMSL shall use reasonable endeavours to issue the revised Bid Documents reflecting all the amendments and changes agreed to by RUMSL on or before the date that is mentioned in the Bid Schedule. The revised Bid Documents and Project Agreements issued by RUMSL shall be definitive and binding.
- (b) RUMSL will assume that the information contained in or provisions of the revised Bid Documents will have been taken into account by the Bidder in its Bid. RUMSL assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Bid Documents or for any consequent losses suffered by the Bidder.

## 6.3 Number of Bids

- (a) Each Bidder is permitted to submit only one Bid. However, the Bidder is required to provide quoted capacity, tariff for all the 3 (three) Units A, B and C in its Financial Proposal including its preference for the 3 (three) Units.
- (b) No Bidder shall submit more than one Bid, either individually or, with or through any other entity(ies), including its Affiliates. Subject to the provisions of Clause 3.2(a) (i), a Bidder who submits or participates in more than one Bid shall cause all the Bids with the Bidder's participation to be disqualified.

## PART B. BID SECURITY

### 7. BID SECURITY

- 7.1 The Bidder shall furnish, as part of its Qualification Proposal, a Bid Security (**Bid Security**) for an amount equivalent to Indian Rupees Nine Crores (INR 9,00,00,000/-) if it is seeking qualification for one (1) Unit or Indian Rupees Eighteen Crores (INR 18,00,00,000/-) if it is seeking qualification for more than one (1) Unit. Bidder shall provide Bid Security in the form of an unconditional, irrevocable, and on-demand bank guarantee issued by any of the scheduled commercial banks as per list issued by Reserve Bank of India (RBI). Provided that the Bidder is required to furnish only one Bid Security for the aforesaid amount while submitting its Proposal.
- 7.2 The Bidder shall provide the Bid Security in favour of "**Rewa Ultra Mega Solar Limited**", and in the format set out in Annex 2 of this RFP. Bid Security shall remain valid for a period of 30 days beyond Bid Validity period as specified in Clause 11. In addition to submission of Bid Security online as per Clause 13.1, Bidders shall furnish the original copy of Bid Security to RUMSL on or prior to the Proposal Due Date at the address mentioned in Clause 13.1(d)(iii) of this RFP.
- 7.3 In case the Bidder fails to provide the Bid Security (both online and original copy) as set out in this Clause 7, the Qualification Proposal submitted by such Bidder shall be rejected by RUMSL as non-responsive. Unless invoked in accordance with Clause 7.5 below, the Bid Security of the unsuccessful Bidders shall be returned no later than thirty (30) days from the

day of determination of the Selected Bidder in accordance with Clause 18.3 or any extended time agreed to by the Bidders as bid validity period or on occurrence of the annulment or cancellation of Bid Process by RUMSL.

If the Bidder is declared as the Selected Bidder, then such Selected Bidder shall ensure that its Bid Security remains valid for a period until such Selected Bidder submits the performance bank guarantee(s), in accordance with the Project Agreements. The Bid Security of the Selected Bidder will be returned upon the Selected Bidder submitting the performance bank guarantee(s), in accordance with the Project Agreements.

- 7.4 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that RUMSL will suffer loss and damage on account of withdrawal of its Bid or for any default by the Bidder during the Bid validity period as set out in the Bid Schedule.
- 7.5 The Bid Security shall be invoked by RUMSL without prejudice to any other right or remedy that may be available to RUMSL hereunder or otherwise, under the following conditions:
- (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 26 of this RFP;
  - (b) if a Bidder is disqualified in accordance with the provisions of this RFP;
  - (c) if, after the Proposal Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time; and
  - (d) if a Bidder is selected as the Selected Bidder and it fails within the specified time limit to:
    - (i) sign and return, as acknowledgement, the duplicate copy of the LOA;
    - (ii) fulfil any other condition precedent to the execution of the Project Agreements;
    - (iii) execute all the Project Agreements; or
    - (iv) submit the requisite performance bank guarantee under the Project Agreements.

## **PART C. PREPARATION AND SUBMISSION OF BIDS**

### **8. COST OF BIDDING**

The Bidders shall be responsible for all the costs associated with the preparation of their Bid and their participation in the Bid Process. RUMSL and its employees and advisors will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.

## **9. LANGUAGE OF BID AND CORRESPONDENCE**

- 9.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and RUMSL shall be in English.
- 9.2 Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail. The translated literature shall be duly authenticated and self-certified. In case of: (i) foreign Bidders; or (ii) Bidders who have relied on the credentials of foreign Affiliate/Parent, having submitted documents in any language other than English, then all such documents shall be translated in the English language by an approved translator and shall be consularized in the foreign Bidder's/foreign Affiliate's/Parent's country. Supporting materials that are not translated into English may not be considered by RUMSL.

## **10. PROPOSAL DUE DATE**

- 10.1 The Proposal shall be submitted online on or before 5:00 PM (IST) /1700 hours (IST) on the Proposal Due Date by uploading the Proposal on the E-bidding Portal. If any Proposal is received after the specified time on the Proposal Due Date, it shall be rejected and shall not be opened by RUMSL.
- 10.2 RUMSL may, at its discretion and for any reason, including to afford Bidders a reasonable time for taking an Addendum into account in preparing the Proposal, extend the Proposal Due Date for all Bidders by issuing a Corrigendum in accordance with Clause 6.1, in which case all rights and obligations of RUMSL and the Bidders will thereafter be subject to the Proposal Due Date as extended.

## **11. VALIDITY OF BIDS**

- 11.1 Each Proposal shall be valid for a period not less than 120 (one hundred and twenty) days from the Proposal Due Date. The Tariff submitted by an Eligible Bidder during the Reverse Auction Process shall be valid for a period not less than 120 (one hundred and twenty) days from the date of completion of the Reverse Auction Process. A Bid valid for a shorter period shall be rejected as being non-responsive.
- 11.2 In exceptional circumstances, prior to the expiration of the Bid validity period, RUMSL may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

## **12. CURRENCIES OF BID**

All values with respect to a Tariff in the Proposal, including the bids submitted during the Reverse Auction Process should be stated in Paisa without any decimal. For illustration, a bid of INR 2.25 should be stated as 225 Paisa. It is further clarified that if a Bidder quotes any value with respect to the Tariff in the Proposal in decimals, then such values beyond decimal point will not be considered for the purposes of evaluation of the Proposal and preparation of ranking list. For illustration – a Tariff quote of 282.10 paisa in the Proposal will be considered as 282 paisa. Similarly, a Tariff quote of 282.80 paisa will also be considered as 282 paisa.

All other amounts in the Proposal that are related to Indian currency should be stated in Indian Rupees.

### **13. SUBMISSION OF BID**

#### **13.1 Online Bid**

Each Bidder shall submit its Bid electronically on the E-bidding Portal, in accordance with the methodology set out at Schedule 2 and shall comprise of the Qualification Proposal and the Financial Proposal.

##### **(a) *Qualification Proposal***

The Qualification Proposal shall contain the scanned copy of documents set out below, in a sequential manner:

- (i) Letter of Bid, in the form set out in Annex 1.
- (ii) In case of a Bidder being a Consortium, a Power of Attorney signed by all the Members of Consortium and duly acknowledged by the Lead Member, in the form set out in Annex 4.

If any Member of the Consortium (other than the Lead Member) is a foreign entity, then it can also submit a board resolution, passed by the board of directors of the foreign Member of the Consortium in place of the Power of Attorney for the purpose of fulfilling the requirements under this Clause provided such board resolution is sufficient (as confirmed in the corresponding legal opinion issued in connection with such board resolution) for such entity to irrevocably and unconditionally appoint the Lead Member to the same extent and for the same purposes as it would have had such entity signed and issued the Power of Attorney set out in Annex 4 in favour of the Lead Member.

- (iii) The following board resolutions, passed by the board of directors of the Bidder, in the form set out in Annex 3 and certified by the Company Secretary or the director of the relevant Bidder:

- (A) board resolution from the Bidder, and in case of a Consortium, from the Lead Member, authorising the authorised signatory to sign the Bid;

*[Note: For the avoidance of doubt, it is clarified that the Bidder may authorize employee of its Affiliate to sign the Bid.]*

- (B) board resolution from the Bidder, undertaking to invest in the SPV 100% (one hundred percent) of the equity requirement for developing the Unit, if applicable; and

in case of a Consortium, board resolutions from each Member of the Consortium:

- (1) undertaking to invest in the SPV amount proportionate to their respective Equity commitment, as set out in the JBA, in such a manner that the aggregate Equity investment meets the 100% (one hundred percent) of the Equity requirement for developing the Unit; and
  - (2) authorising a person to execute the JBA on behalf of the Member of the Consortium;
- (C) board resolutions from each Member of the Consortium, including the Lead Member, undertaking to contribute any additional amount which is over and above the Equity commitment of each Member of the Consortium, as specified in the JBA, which may be required for developing the Project.
- (D) board resolutions from the Affiliate/Parent, whose credentials have been relied upon by the Bidder or, in case of a Consortium, by a Member of the Consortium, undertaking to invest the entire amount committed by the Bidder or the Member of the Consortium, as the case may be, in the event of a failure of the Bidder or the Member of the Consortium, as the case may be, to make such investment.

Any board resolution submitted by a foreign entity as a part of the Qualification Proposal must be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the board resolution(s) is in compliance with the applicable laws of the respective jurisdictions of the Company passing the board resolution and the subject matters of the board resolution are true and valid. It is clarified that the legal opinion can be subject to customary assumptions, provided that such assumptions do not qualify the substantive aspect of the legal opinion.

- (iv) In case of a Consortium, the JBA, in the form set out in Annex 5.
- (v) Letter of Financial Capacity, in the form set out in Annex 6, along with all requisite documents to be submitted in accordance with Clause 15.5.
- (vi) Letter proposing revision to the MSO and GEO thresholds, in the form set out in Annex 8.
- (vii) Authorization from Affiliate/Parent for utilizing its credentials for meeting the Financial Capacity in the form set out in Annex 10.
- (viii) Relationship between the Affiliate/Parent and the Bidding Company or Member in case of a Consortium in the form set out in Annex 11.
- (ix) Certificate of incorporation of the Bidder and in case of a Consortium, of all the Members of the Consortium.

- (x) If required as per Clause 3.3 above, certificate required under the Office Memorandum, as per the format set out in Annex 9.
- (xi) Bid Security, in accordance with Clause 7 and as per the format as set out in Annex 2.
- (xii) The detailed computation sheet by the Statutory Auditor/Chartered Accountant certifying the Net-worth of the Bidder.
- (xiii) Receipt/proof of online payment made for Document Cost in accordance with Clause 21.3.

RUMSL has adopted the online only mode of Bid submission. However, the Selected Bidder shall be required to mandatorily submit the original versions of all above listed documents to RUMSL at the time of submitting its acknowledgment of the LOA. RUMSL reserves the right to reject the Bid and invoke the Bid Security in accordance with Clause 7 if the Selected Bidder fails to submit the abovementioned original documents at the time of acknowledgement of the LOA.

(b) ***Financial Proposal***

The Bidder shall submit its Financial Proposal in the format set out in Annex 7. The Financial Proposal shall set out:

- (i) The quoted capacity in MW for each Unit, in accordance with Clause 1.5 of this RFP. For avoidance of doubt, it is clarified that in the event the Bidder quotes a capacity for a Unit that is lower than the Minimum Capacity as specified in Table 2 of Clause 1.5 of this RFP, it would lead to the Financial Proposal of such Bidder to be considered as non-responsive by RUMSL for further evaluation. Further, as mentioned in Clause 1.5 of this RFP, in the event of selection of the Bidder as the Selected Bidder, the capacity quoted by such Bidder in its Financial Proposal shall be treated as final and shall not be revised under any circumstances subject to the provisions of the PPA.
- (ii) the Tariff separately for each of the three (3) Units. For the avoidance of doubt, it is clarified that in the Financial Proposal, a Bidder is required to quote the Tariff for all the Units irrespective of the number of Units for which the Bidder has sought qualification under Clause 15.5 of this RFP. Provided that all Eligible Bidders shall be allowed to participate in the Reverse Auction Process for all Units subject to Clause 17. As mentioned in Clause 12, it is further clarified that, the Tariff to be quoted in the Financial Proposal should be stated in Paisa without any decimal.
- (iii) Where applicable in terms of Clause 13.1 (b)(ii) above, the Bidders are also required to fill the Tariff separately for each of the Units in the Electronic Forms provided on the E-bidding Portal. In the event of any discrepancy between the Tariff set out in the Financial Proposal in Annex 7 and the



Electronic Forms, the details set out in Annex 7 shall prevail and shall be considered as final and binding. However, in the event the Tariff for any Unit is not specified in the Financial Proposal in Annex 7, then the Tariff specified in the Electronic Forms shall apply for such Unit and shall be considered as final and binding.

If any Bidder omits to submit a Tariff quote for any of the Units, both, in Annex 7 and in the Electronic Forms, then the Bidder's Financial Proposal will be assessed as non-responsive and the Bidder will also be not allowed to participate in the Reverse Auction Process.

- (iv) its preference for the 3 (three) Units in the decreasing order.
- (c) For submission of the Qualification Proposal and the Financial Proposal, the E-bidding Portal will provide following three categories, in which the Bidders will be required to submit their Proposals by providing the relevant information and uploading the relevant documents forming part of the Proposal:
  - (i) Electronic Forms: Bidders will be required to provide relevant information, as sought on the E-bidding Portal, by filing such information in the relevant section of the Electronic Forms and encrypting the data with ElectronicEncrypter™. After filling all sections, the Bidder should preview the filled ElectronicForms, digitally sign the content, and submit the ElectronicForms.
  - (ii) Main-Bid: After submitting the Electronic Forms, in accordance with Clause 13.1(c)(i) above, the Bidders are required to submit the following documents forming part of the Qualification Proposal and the Financial Proposal in the relevant section of the Main-Bid for the Qualification Proposal and the Financial Proposal.

*Qualification Proposal:* The documents set out in:

- (A) Clause 13.1(a)(i), i.e., the Letter of Bid in the form set out in Annex 1; and
- (B) Clause 13.1(a)(v), Clause 13.1(a)(xi) and Clause 13.1(a)(xii) i.e.:
  - (1) the Letter of Financial Capacity, in the form set out in Annex 6; and
  - (2) Bid Security; and
  - (3) the detailed computation sheet by the Statutory Auditor / Chartered Accountant certifying the Net-worth, (it is clarified that all other requisite documents to be submitted in accordance with Clause 15.5, must be submitted in the Bid-Annexures section, discussed below at Clause 13.1(c)(iii)).

*Financial Proposal:* The document set out in Clause 13.1(b), i.e., the Financial Proposal, in the format set out in Annex 7.

- (iii) **Bid-Annexures:** All documents which are listed in Clause 13.1(a) and Clause 13.1(b), and which are not expressly required to be uploaded in the Main-Bid section, as set out in Clause 13.1(c)(ii) above, will be required to be uploaded in the section titled 'Bid-Annexures' on the E-Bidding Portal.
- (d) The Bidders shall be required to submit correct, valid and operative Pass-Phrases to decrypt the Qualification Proposal and the Financial Proposal in any one of the following manner:
  - (i) **Online Submission of Pass-Phrases through E-mail:** The Bidder shall email the Pass-Phrases of the Qualification Proposal to RUMSL at rumsinfo@mpnred.com after the 'last date and time of receipt of bids' (as set out under Schedule-1), and before 9 A.M. on the date of opening of the Qualification Proposal.

Similarly, for the Financial Proposal, the Bidder shall email the Pass-Phrase of the Financial Proposal to RUMSL at rumsinfo@mpnred.com after the Bidder has received official communication from RUMSL about its Bid being found responsive in Qualification Proposal and being invited for the opening of the Financial Proposal, and before 9 A.M. on the date of opening of the Financial Proposal as given in the official communication from RUMSL.

Please note that if the Pass-Phrases are submitted to any email address other than the above mentioned email address, then such Pass-Phrases will not be considered for opening.

- (ii) **Submission of Pass-Phrases through E-Bidding Portal:** The Bidder's representative present at the time of opening of the Qualification Proposal or the Financial Proposal, as the case maybe, may also share the Pass-Phrases with RUMSL through interactive chat feature available on the E-Bidding Portal at the time of the respective 'Online Public Tender Opening Event'.
- (iii) **Offline Submission of Pass-Phrases:** The Bidder may submit Pass-Phrases by placing the Pass Phrases in a separate duly sealed envelope, which shall be super-scribed as follows.:

For Pass-Phrase to decrypt the Qualification Proposal:  
**"QUALIFICATION PASS-PHRASE  
DO NOT OPEN BEFORE SPECIFIED TIME ON QUALIFICATION  
PROPOSAL DUE DATE"**

and

For Pass-Phrase to decrypt the Financial Proposal:  
**"FINANCIAL PASS-PHRASE  
DO NOT OPEN BEFORE SPECIFIED TIME ON FINANCIAL**

## **PROPOSAL DUE DATE"**

Additionally, these two envelopes described in this Clause will be placed in another separate duly sealed envelope, which shall be super-scribed as follows:

### **"PASS-PHRASES"**

In case the Bidder chooses to submit Pass-Phrases offline under this sub-clause, then the above stated envelopes shall either be hand delivered or sent by registered post acknowledgement due or courier to the address below at least 1 (one) day prior to the date of opening of the Qualification Proposal, as set out under Schedule 1:

CEO,  
Rewa Ultra Mega Solar Limited,  
Urja Bhawan,  
Link Road Number 2,  
Shivaji Nagar, Bhopal,  
Madhya Pradesh,  
India - 462016

Please note that if the Pass-Phrases are submitted to any address other than the above mentioned address, then such documents will not be considered for evaluation. RUMSL shall not be responsible for any delays, loss or non-receipt of any Pass-Phrases.

## **PART D. EVALUATION OF PROPOSAL**

### **14. DETERMINATION OF RESPONSIVENESS OF QUALIFICATION PROPOSALS**

14.1 RUMSL will examine the Qualification Proposals to determine whether the Qualification Proposals are 'responsive' to the requirements of the RFP by checking:

- (a) whether they have been submitted by the Proposal Due Date;
- (b) whether they are complete and all documents comprising the Qualification Proposal have been submitted in their prescribed format;
- (c) whether the documents have been properly signed;
- (d) in case of a Consortium, whether the JBA has been signed by all Members;
- (e) whether the Document Cost and the power of attorney (if applicable) have been submitted; and
- (f) whether the Qualification Proposals are generally in order including whether all documents have been submitted in the prescribed format.

- (g) whether the Bid Security has been submitted in accordance with Clause 7 and Clause 13;

In the event that any Bidder is found to be disqualified in accordance with the terms of the Bid Documents or if any Qualification Proposal is found to be non-responsive or not meeting the Financial Capacity, the Qualification Proposal will be rejected by RUMSL and not be considered for further evaluation.

- 14.2 If any information furnished by a Bidder is found to be incomplete or contained in formats other than those specified in the RFP, RUMSL may, in its sole discretion, exclude such information for the purposes of determining whether the Bidder will meet the Financial Capacity. Alternatively, RUMSL may request the Bidder, from time to time while evaluating the Qualification Proposals, to submit necessary information or documentation, within a reasonable period, to rectify non-material omissions related to documentation requirements. Such clarifications or information provided by the Bidder will be considered by RUMSL while evaluating the Qualification Proposal, and it may qualify the Bidder on the basis of such clarifications or information provided, read along with its Qualification Proposal. If the Bidder does not provide clarifications sought under this Clause 14.2 within a specified period, its Qualification Proposal may be rejected as non-responsive. If the Qualification Proposal is not rejected, RUMSL may proceed to evaluate the Qualification Proposal by construing the particulars requiring the clarification to the best of its understanding, and the Bidder will be barred from subsequently questioning such interpretation of RUMSL.
- 14.3 Where any information is found to be patently false or amounting to a material misrepresentation, RUMSL reserves the right to reject the Bid and invoke the Bid Security in accordance with Clause 7.

## **15. EVALUATION OF QUALIFICATION PROPOSALS**

- 15.1 RUMSL will determine to its satisfaction whether Bidders have submitted responsive Qualification Proposals and are eligible as well as meet the Financial Capacity requirement in accordance with Clause 15.5 .
- 15.2 The determination of Financial Capacity will be based upon an examination of the documentary evidence submitted by the Bidders and any additional information which RUMSL may receive or request from a Bidder to support such evidence.
- 15.3 An affirmative determination will be a prerequisite for RUMSL to qualify Bidders for the opening and evaluation of the Financial Proposals.
- 15.4 After the completion of evaluation of the Qualification Proposals, RUMSL will notify Bidders whether they are qualified for the next stage and are having their Financial Proposals opened and evaluated.
- 15.5 **Financial Capacity**
  - (a) For demonstrating its financial capacity (**Financial Capacity**), Bidders are required to meet the following Net Worth requirement.

**Net Worth:** Bidders are required to have a minimum Net Worth as per the table below in the immediately preceding financial year prior to Proposal Due Date.

<b>Number of Units for which qualification of Financial Capacity is sought by Bidder</b>	<b>Net Worth requirement (in INR)</b>
<b>One (1) Unit</b>	INR 90,00,00,000 (INR Ninety Crores)
<b>Two (2) Units</b>	INR 180,00,00,000 (INR One Hundred and Eighty Crores)
<b>Three (3) Units</b>	INR 180,00,00,000 (INR One Hundred and Eighty Crores)

A Bidder is permitted to rely on the Net Worth of its Affiliate/Parent, for demonstrating its Financial Capacity. Authorization for use of such financial capability shall have to be provided from its Affiliate/Parent in the form set out in Annex 10. The Financial Capacity of Affiliate/Parent shall not be used partially by the Bidder. Further, in such cases, the Bidder shall be required to submit a board resolution of the Affiliate/Parent whose financial credentials are being relied upon by the Bidder to demonstrate the Financial Capacity, resolving to undertake to invest the entire Equity funding committed by the Bidder and to submit the performance bank guarantee required under the Project Agreements, in case the Bidder fails to do so.

The determination of the relationship of Affiliate/Parent with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member, shall be on a date sixty (60) days prior to Proposal Due Date. Documentary evidence to establish such relationship shall be furnished by Bidder along with its Qualification Proposal and submitted with the format specified in Annex 11.

- (b) The calculation of the Net Worth must be based on the unconsolidated audited annual accounts in case of a Bidder and, if relevant, an Affiliate/Parent. Provided that if a Bidder is relying on its Affiliate's/Parent's experience in accordance with Clause 15.5(a) and where such Bidder Controls such Affiliate/Parent's, then the Net Worth will be calculated based on the audited unconsolidated annual accounts of such Affiliate/Parent. However, audited consolidated annual accounts of Bidder/Affiliate/Parent may be used for the purpose of calculating and meeting the Net Worth criteria, provided Bidder/Affiliate/Parent has more than fifty percent (50%) equity in each company whose accounts are merged in the audited consolidated accounts.
- (c) For the purpose of the computation of Net Worth, Bidders will be required to submit copies of unconsolidated audited annual accounts<sup>2</sup> of the Financial Year ending on 31 March 2021 (or immediately preceding Calendar Year or the accounting year as adopted by the foreign Bidder, for which the Bidder is mandated to have the annual accounts audited as on the Proposal Due Date in accordance with the laws of the respective country), along with a certificate from its statutory auditor/ chartered accountant to demonstrate the fulfilment of the criteria set out in this Clause 15.5.

<sup>2</sup> Bidder may use consolidated audited annual accounts subject to Clause 15.5 (b).

Notwithstanding the above, in the event the Bidding Company or any Member of Consortium was incorporated on or after 1 April 2021, the Net Worth requirement for demonstrating the Financial Capacity, can also be met by the Bidder, as on the day not more than 7 (seven) days prior to the Proposal Due Date. In order to meet this requirement, the Bidder must submit a certificate from its statutory auditor/chartered accountant certifying the Net Worth on the date not more than 7 (seven) days prior to the Proposal Due Date, along with copies of the audited/provisionally audited accounts with balance sheet, profit & loss account, schedules and cash flow statement certified by the statutory auditor/chartered accountant.

(d) ***For Consortia***

In case of a Consortium, the Financial Capacity must be met individually or collectively by all the Members of the Consortium, subject to the Lead Member demonstrating at least 51% (fifty one percent) of the Financial Capacity required for qualification.

The Financial Capacity of each Member of the Consortium, including the Lead Member, will be computed in accordance with the methodology set out above in this Clause 15.5.

- (e) For the purposes of demonstrating the Financial Capacity, if Bidders provide financial data in USD, the Financial Capacity equivalent in Indian Rupees will be calculated using the bills selling rate (card rate) for USD/INR of the State Bank of India prevailing on the date of closing of the accounts for the relevant Financial Year as certified by the Bidder's banker. For currency other than USD, Bidders must convert such currency into Indian Rupees according to the bills selling rate (card rate) for the respective currency of the State Bank of India prevailing on the date of closing of the accounts for the relevant Financial Year as certified by the Bidder's banker. If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day must be used.

Alternatively, for the purposes of demonstrating the Financial Capacity, if Bidders provide financial data in USD, the Financial Capacity equivalent in Indian Rupees can also be calculated using the bills selling rate for USD/INR published by the Reserve Bank of India at <http://www.rbi.org> on the day that falls 5 (five) business days prior to the Proposal Due Date. For currency other than USD, Bidders must convert such currency into Indian Rupees as per bills selling exchange rate of the respective currency published by the Reserve Bank of India at <http://www.rbi.org> on the day that falls 5 (five) business days prior to the Proposal Due Date.

It is further clarified that if a Bidder provide financial data in any freely exchangeable currency, including USD, then RUMSL shall only use INR for the purpose of evaluating the financial data. For this purpose, RUMSL shall apply bills selling exchange rate of the respective currency published by the Reserve Bank of India at <http://www.rbi.org> on the day that falls 5 (five) business days prior to the Proposal Due Date.

Further, in case of a Consortium, a Member can rely on financial capability of its Affiliate/Parent for meeting the Financial Capacity while meeting the above

requirements. Authorization for use of such financial capability shall have to be provided from the Affiliate/Parent in the form set out in Annex 10 and the relationship should be established in the form set out in Annex 11. The Financial Capacity of Affiliate/Parent shall not be used partially by any Member. Further, the Bidder shall be required to furnish board resolutions from Affiliate/Parent as specified in this RFP for undertaking Equity funding and submission of bank guarantee under the Project Agreements.

## **16. DETERMINATION OF RESPONSIVENESS OF FINANCIAL PROPOSALS**

- 16.1 In accordance with the Section 63 Guidelines, the minimum number of Qualified Bidders should be at least two for the Bid Process to proceed. If the number of Qualified Bidders is less than two, RUMSL has the right to cancel the Bid Process and/or ask for fresh Bids to be submitted or to take any measure as it may deem fit including seeking approval from the Appropriate Commission.
- 16.2 Prior to evaluation of the Financial Proposals of the Qualified Bidders, RUMSL will examine the Financial Proposals to determine whether they are complete, generally in order, provided in the specified format and are otherwise substantially responsive to the requirements of the Bid Documents, including the requirement to quote the capacity as per Clause 1.5 and Tariff for the Units.
- 16.3 If any Financial Proposal is found to be non-responsive to the requirement of the Bid Documents, such Financial Proposal will be rejected by RUMSL and not be considered for further evaluation.

## **17. EVALUATION OF FINANCIAL PROPOSALS**

- 17.1 RUMSL will carry out an evaluation and comparison of the Financial Proposals of the Qualified Bidders in accordance with the criteria set out in this Clause 17 to identify Eligible Bidders who will be allowed to participate in the Reverse Auction Process and also to identify the Best Quote for each of the three (3) Units.

### **17.2 Eligible Bidders for Reverse Auction Process**

For each Qualified Bidder, an Average Tariff (in Paisa) will be calculated by adding the Tariffs quoted by the Qualified Bidder in its Financial Proposal for each of the three Units and dividing the sum by three. It is clarified that the Average Tariff will be calculated in whole numbers and without a decimal in place, by rounding up the first decimal if it is 5 (five) or above and rounding down the first decimal if it is below 5 (five).

Illustration: if the quotes put in by a Bidder are 259 Paisa for Unit A, 220 Paisa for Unit B and 270 Paisa for Unit C, then the average is 249.6 Paisa, which will be rounded off to 250 Paisa.

If the number of Qualified Bidders eligible to Bid for 1 (one) or more Units is more than 12, then, subject to the proviso below, 2 (two) Qualified Bidders with the highest Average Tariffs will be eliminated from participating in the Reverse Auction Process and all other Qualified Bidders will be eligible for participation in the Reverse Auction Process (Eligible Bidders). Such elimination shall be done in the manner set out below, so that the remaining Eligible Bidders are not less than 12 (twelve) in number. If the number of Qualified Bidders is 13 (thirteen), then only 1 (one) Qualified Bidder shall be eliminated. However, if the number of Qualified Bidders is higher than 13 (thirteen) then 2 (two) Qualified Bidders shall be eliminated.

Provided that:

- (a) if the Average Tariff of either or both of the 2 (two) Qualified Bidders with the highest Average Tariffs is within a range of up to 5% (five percent) of the lowest Average Tariff, then such Qualified Bidder(s) shall not be eliminated;
- (b) if either or both of the 2 (two) Qualified Bidders with the highest Average Tariffs have quoted the lowest Tariff for any of the 3 (three) Units among all the Qualified Bidders, then such Qualified Bidder(s) shall not be eliminated. For the avoidance of doubt, a Qualified Bidder(s) with the lowest Tariff for any of the 3 (three) Units among all the Qualified Bidders will be automatically an Eligible Bidder for participation in the Reverse Auction Process; or
- (c) if as a result of elimination of any Qualified Bidder pursuant to this Clause 17.2, the number of Eligible Bidders for any Unit would fall below 4 (four), then such Qualified Bidder(s) shall not be eliminated.

If two or more Qualified Bidders have an equal Average Tariff, then the Qualified Bidder(s) who have the lesser Net Worth will be eliminated. If two or more Qualified Bidders have: (a) an equal Average Tariff; and (b) the same Net Worth, then none of these Qualified Bidders would be eliminated.

### 17.3 **Preparation of ranking list**

A common Unit wise ranking list will be prepared by separately listing each of the Tariffs quoted by each Eligible Bidder for each Unit.

Each entry in the ranking list will have a Tariff, an Eligible Bidder's name or the Eligible Bidder's pseudo identity, and a Unit Name, i.e. Unit A, Unit B and Unit C (as applicable).

The ranking list is prepared in order of the Tariff, as the first ranking criteria, the quoted capacity of the Unit as the second ranking criteria and the Net Worth of the Bidder, as the third ranking criteria.

For the sake of clarity:

- (a) The lowest Tariff across all Eligible Bidders for each Unit will be ranked the highest, i.e. Rank 1 and so on.



- (b) The second ranking criteria is used to break a tie resulting from the first ranking criteria (i.e. to decide inter-se ranking between two quotes at the same Tariff for the Unit). A Bidder with higher quoted capacity for the Unit is ranked higher;
- (c) The third ranking criteria is used to break a tie resulting from the second ranking criteria (i.e. to decide inter-se ranking between two quotes at the same Tariff and from Bidders who have quoted the same capacity for the Unit). A Bidder with higher Net Worth is ranked higher.

If 2 (two) quotes for a Unit are at the same Tariff, are from Bidders who have quoted for the same capacity for the Unit and such Bidders have the same Net Worth, then the ranking will be determined through a draw of lots.

#### ***Inter-se ranking of Units for an Eligible Bidder***

The inter-se ranking between two quotes for different Units at the same Tariff by the same Eligible Bidder shall be decided based upon the order of preference indicated by such Eligible Bidder in the Financial Proposal.

*Illustration: In case an Eligible Bidder in its Financial Proposal submits Tariff of 220 Paisa for all three Units and has indicated in its order of preference as follows first, Unit B; second, Unit C; and third, Unit A; then in such a scenario, Unit B Tariff for such Eligible Bidder would be ranked above Unit C Tariff for such Eligible Bidder which will be ranked above Unit A Tariff for such Eligible Bidder, in the common ranking list prepared under this Clause 17.3.*

#### **17.4 Identification of Best Quotes**

The lowest Tariff for each of the three Units will be identified as the best quote (**Best Quote**). The Best Quote will be based on the ranking list prepared in accordance with Clause 17.3. The identification of the Best Quote will be done in the following manner:

- (a) The highest ranked quote (i.e. the lowest Tariff) will be earmarked as the Best Quote for the associated Unit and the associated Eligible Bidder. Provided that the decision on the order and priority of choosing the Unit (from Unit A, B and C), for determination of Best Quote for such Unit, shall be entirely to the discretion of RUMSL. In case the highest ranked quote (i.e., the lowest Tariff) for a Unit is from an Eligible Bidder whose Tariff has already been identified as the Best Quote for another Unit or who has already exhausted the number of Units for which it is qualified (by his quoted tariff being identified as the Best Quote), then this Tariff will be skipped and the second ranked Tariff will then be considered.
- (b) In case the second ranked Tariff is from an Eligible Bidder whose Tariff has been identified as the Best Quote for some other Unit or who has already exhausted the number of Units for which it is qualified (by his quoted tariff being identified as the Best Quote), then this Tariff will be skipped and the third ranked Tariff will then be considered.

If an Eligible Bidder with the Best Quote for any Unit is disqualified in accordance with the provisions of the RFP, then the next lowest Tariff for that Unit shall be deemed to be the Best Quote, subject to the conditions set out in Clause 17.4 (b).

## **PART E. REVERSE AUCTION PROCESS**

### **18. REVERSE AUCTION PROCESS**

#### **18.1 Intimation of Date and Time of Reverse Auction**

RUMSL shall, prior to the date of conducting the Reverse Auction Process, inform all the Eligible Bidders through e-mail regarding the date and time of the Reverse Auction Process and notifying them of being eligible to participate in the Reverse Auction Process.

Once the e-Reverse Auction window of the E-bidding portal is configured, Eligible Bidders can log on to the E-bidding Portal and view salient aspects of the Reverse Auction window on the E-bidding portal (e.g. Best Quote, minimum bid decrement value).

RUMSL will also send a separate e-mail to all the Eligible Bidders notifying the start time of the Reverse Auction Process. Eligible Bidders will be able to login into the 'e-ReverseAuction Bidding Room' on the E-bidding Portal 15 (fifteen) minutes before the scheduled commencement time of the Reverse Auction Process.

#### **18.2 Process**

- (a) At the start of the Reverse Auction Process, the auction window of each Eligible Bidder will display the following information:
  - (i) the Best Quote, as identified in accordance with Clause 17.4 for each Unit. It is clarified that the Best Quote for each Unit will be displayed as the 'Start-Price' of that Unit; and
  - (ii) separate input spaces for each Unit, in which the Eligible Bidder can enter its quotes for the respective Unit.
- (b) During the Reverse Auction Process, as the Eligible Bidders submit their bids, the auction window of each Eligible Bidder will display the then prevailing lowest Tariff for each Unit.
- (c) At any time during the Reverse Auction Process, an Eligible Bidder is permitted to:
  - (i) submit a bid (enter a rate lower than the prevailing lowest tariff/Best Quote) for any one Unit
  - (ii) change the particular Unit(s) (i.e., Unit A or Unit B etc.) in its next bid, subject to the condition that it can quote for only one Unit at a given point of time.
- (d) The Eligible Bidder can exercise the options set out in Clause (ii) by leaving blank or erasing the pre-populated Tariff, as the case may be, from the input space provided in

the auction window for the particular Unit that the Eligible Bidder does not wish to include in his next bid. However, in order for an Eligible Bidder to be able to exercise these options, the Eligible Bidder's quoted Tariff in the previous bid, for the Unit that it does not wish to include in its next bid, must not be the prevalent lowest Tariff for such Unit.

- (e) During the Reverse Auction Process, subject to Clause 18.2(c)(iii) and Clause 18.2(c)(iv), the Eligible Bidder will be able to submit its bids for any one Unit, in any of the following ways:
  - (i) decrease the Tariff for the Unit for which it quoted in its preceding bid,
  - (ii) retain the Tariff for the Unit for which it quoted in its preceding bid, while entering a Tariff for any Unit for which it had not entered a Tariff in its previous bid, provided that it's quote in the preceding bid is no longer the prevalent lowest tariff.
- (f) It is clarified that an Eligible Bidder can enter a Tariff for any of the Units that was not included in its preceding bid only if such Tariff is lower than the then prevalent lowest Tariff for that Unit. It is further clarified that an Eligible Bidder can reduce a Tariff for any of the Units that was included in its preceding bid only if the reduced Tariff is lower than the then prevalent lowest Tariff for that Unit. It is further clarified that no upward revision of the last quoted Tariff will be allowed for any of the Units.
- (g) From the commencement of Reverse Auction Process until the last quoted Tariff for any Unit reaches a value which is 10% (ten percent) lower than the lowest Best Quote for such Unit (which will be referred to as 'Reserve-Price' on the auction screen on the E-bidding Portal.), the decrement value will be a minimum of INR 0.01 (One Paisa) or multiples thereof. Once the lowest quoted Tariff for any Unit reaches a value which is 10% (ten percent) lower than the lowest Best Quote of that Unit, then the minimum decrement value for such Unit will automatically change to INR 0.001 (0.1 Paisa) or multiples thereof.

For illustration, if the Best Quote for Unit A is 210 Paisa and the Best Quote for Unit B is 200 Paisa, then an Eligible Bidder could submit its first bid during the Reverse Auction Process for Unit A of a maximum value of 209 Paisa, or any other lower value such as 208 Paisa, 207 Paisa etc. Similarly, an Eligible Bidder could submit its first bid during the Reverse Auction Process for Unit B of a maximum value of 199 Paisa, or any other lower value such as 198 Paisa, 197 Paisa etc. However, once the last quoted Tariff for any Unit reaches 180 Paisa (i.e., the value which is 10% (ten percent) lower than the lowest Best Quote of 200.0 Paisa), then the minimum decrement value for Unit A and Unit B will automatically change to 0.10 Paisa and then the next bid of the Bidder could be 179.9 Paisa or 179.8 or any other lower value.

It is clarified that the maximum decrement value allowed at any time during the Reverse Auction Process shall be INR 0.99 (Ninety-Nine Paisa).

- (h) The initial auction period will be of 1 (one) hour with a provision of auto extension by 10 (ten) minutes from the scheduled/extended closing time, if for at least one of the three Units, a Tariff lower than the prevalent lowest Tariff for that Unit is quoted by any Eligible Bidder in last 10 (ten) minutes of the reverse auction period or extended reverse auction period. If no such bid is received during the last 10 (ten) minutes of the reverse auction period or extended reverse auction period for a Unit, the Reverse Auction Process will end.

### **18.3 Selection of Successful Bidders**

After the completion of the Reverse Auction Process, the Eligible Bidder with the last lowest quoted Tariff for a Unit will be awarded such Unit subject to the condition that a single Bidder shall be awarded a maximum of 2 (two) Units only. If at the end of the Reverse Auction Process, no bids are received from any of the Eligible Bidders for a Unit, the Eligible Bidder with the Best Quote for that Unit, as identified in accordance with Clause 17.3, will be awarded that Unit subject to the condition that the Eligible Bidder has not been awarded the remaining 2 (two) Units.

The Tariff at which the Unit is awarded to the Eligible Bidder will be the Tariff applicable to the relevant Unit for the Term, as defined in the Power Purchase Agreement.

### **18.4 Other terms and conditions applicable to Reverse Auction Process**

- (a) The Reverse Auction Process will be conducted by RUMSL online and Bidders will participate in the Reverse Auction Process remotely from their respective locations. Bidders will be responsible to ensure uninterrupted and adequate internet connectivity during the Reverse Auction Process. Bidders are also required to acquaint themselves with other terms and conditions provided on the E-bidding Portal.
- (b) RUMSL will not entertain or accept any request for extension of time during the Reverse Auction Process. Bidders are, therefore, requested to make all the necessary arrangements/ alternatives as may be required to ensure their successful participation in the Reverse Auction Process. Failure of power or loss of internet connectivity at the premises of Bidders during the Reverse Auction Process cannot be the cause for failure to participate in the Reverse Auction Process. RUMSL shall not be responsible or liable for such eventualities.
- (c) Bidders are advised to ensure that they are fully trained and aware of the manner in which the E-bidding Portal operates and also clarify all their doubts regarding issues such as refreshing of screen, number of Units being auctioned, auction rules etc.
- (d) RUMSL will not be liable to Bidders or any other party for any interruption or delay in access to the E-bidding Portal irrespective of the cause. In such cases, the decision of RUMSL shall be binding on the Bidders.
- (e) Bidders should also note that:
  - (i) Although auto extension time is 10 (ten) minutes, there is a time lag between the actual placing of the bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to RUMSL.

Considering the processing time for data exchange and the possible network congestion, Bidders must avoid last minute hosting of Tariff during the Reverse Auction Process.

- (ii) Technical and other non-commercial queries (not impacting price) can only be routed to the RUMSL contact personnel indicated in the RFP.
- (iii) Order finalization and post order activities such as issue of LOA, signing of the Project Agreements etc. would be transacted directly between Selected Bidder(s), RUMSL and the counterparties to the Project Agreements.
- (iv) LOA may be placed outside the E-bidding Portal and further processing of the LOA may also be outside the E-bidding Portal.
- (v) In case of any technical problem faced by the Bidders during the Bidding Process, Bidders are advised to contact the person(s) mentioned in Schedule 2.
- (vi) Bidders are advised to take training as scheduled by RUMSL to avoid any confusion regarding the Bid Process.
- (vii) RUMSL will not be responsible for any computer configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of computer at Bidder's end.
- (viii) Bidders may note that it may not be possible to extend any help, during the Reverse Auction Process, over phone or in person in relation to rectification of personal computer / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

## **PART F. LOA AND SIGNING OF PROJECT AGREEMENTS**

### **19. LOA**

- 19.1 After determination of the Selected Bidder in accordance with Clause 18.3, RUMSL will issue the LOA to the Selected Bidder in duplicate for the respective Unit. The Selected Bidder will, within 7 (seven) days of receipt of the LOA or as informed by RUMSL, sign and return, as acknowledgement, the duplicate copy of the LOA. If the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, RUMSL may, unless it consents to an extension, without prejudice to any of its rights under the Bid Documents or law, withdraw the LOA and invoke the Bid Security of the Selected Bidder on account of failure of the Selected Bidder to acknowledge the LOA and exercise one of the rights available to it under Clause 23. Provided that where a Bidder is determined as the Selected Bidder for 2 (two) Units and is issued the LOA for both the Units, failure of the Selected Bidder to acknowledge the LOA for any of the Units shall result in RUMSL withdrawing the LOA and invoking the entire Bid Security and exercise its rights available to it under the RFP.

### **20. SIGNING OF PROJECT AGREEMENTS**

- 20.1 The Selected Bidder or the SPV formed by the Selected Bidder, as the case may be, will execute the Project Agreements upon satisfying the following conditions:
- (a) sign and return, as acknowledgement, the duplicate copy of the LOA;
  - (b) submit the performance bank guarantee, in accordance with the provisions of the relevant Project Agreements;
  - (c) charter documents of the Selected Bidder, or the SPV formed by the Selected Bidder, as the case may be, including: memorandum of association and articles of association, highlighting the object clause relating to power/electricity generation or developing renewable energy or Units; and

If the Selected Bidder fails to fulfil the above conditions set out in this Clause 20, then RUMSL may, unless it consents to an extension, without prejudice to any of its rights under the Bid Documents or law, withdraw the LOA and invoke the Bid Security of the Selected Bidder on account of failure of the Selected Bidder to acknowledge the LOA, and exercise one of the rights available to it under Clause 23.2.

Unless otherwise provided for in this RFP, the Selected Bidder will not be entitled to seek any deviation in the Project Agreements.

The Selected Bidder will bear all costs associated with signing of all the Project Agreements, including payment of any stamp duty, registration charges, etc. RUMSL, MPPMCL will not be responsible or liable for any costs in relation to signing of the Project Agreements.

## **PART G. MISCELLANEOUS**

### **21. BID DOCUMENTS**

- 21.1 The Bid Documents must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bid Documents, the Bidder must inform RUMSL at the earliest. RUMSL will then direct the Bidders regarding the interpretation of the Bid Documents.
- 21.2 The Bidders, after registering themselves on the E-bidding Portal in accordance with the procedure set out at Schedule 2, must download the Bid Documents from the E-bidding Portal. RUMSL is not responsible for the completeness of the Bid Documents, if they are not procured in accordance with this Clause 21.2.
- 21.3 **Document Cost**

The Bidders shall pay to RUMSL a non-refundable Document Cost of INR 250,000 (Indian Rupees Two Hundred Fifty Thousand) exclusive of applicable taxes. It is clarified that only those Bidders who have paid the Document Cost shall be allowed to submit their Bid on the E-Bidding Portal. Provided that the Bidder shall have access to the information and documents uploaded in the Data Room on the E-Bidding Portal after registration as per Clause 2.2. The Document Cost shall be paid to RUMSL through NEFT/RTGS/IMPS in

favour of Rewa Ultra Mega Solar Limited. The account details for NEFT/RTGS/IMPS are provided as hereunder:

Name of Payee: Rewa Ultra Mega Solar Limited  
Bank and Branch Details: Punjab National Bank, Bhopal  
Account Number: 0591002100028529  
IFSC Code: PUNB0059100  
RUMSL PAN No. (if applicable): AAHCR3799P<sup>3</sup>

After making the above payment<sup>4</sup>, the Bidders shall also share the confirmation of payment along with organization ID on E-Bidding Portal, through e-mail on rumsinfo@mpnred.com. The access for submission of Bid shall be provided only after RUMSL has received the confirmation of payment.

It is clarified that the Document Cost, set out in this Clause 21.3 above, is over and above the 'registration fee' payable online by the Bidders to ISN-ETS, in accordance with Clause 2.2.

21.4 Subject to the provisions of Clause 21.5 below, this RFP is not transferable.

21.5 An authorised user of the Bidder (and of the Lead Member, in case of a Consortium) should register on the E-bidding Portal and such authorised user should download the RFP. It is important to note that only the authorized user should submit the Bids.

In case of a Consortium, if it is required by the Lead Member to involve a user of one of the Member of the Consortium for any of the activities on the E-bidding Portal, then the concerned user of the Lead Member can create a 'User Profile' on the E-bidding Portal of such user of the Member of the Consortium.

## **22. ACKNOWLEDGEMENT BY BIDDER**

22.1 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bid Documents (including all instructions, forms, terms and specifications) and any other information provided by RUMSL in the Bid Documents or pursuant to this RFP and that the Bidder acknowledges that its submission of a Bid that is not substantially responsive to the RFP in any respect will be at the Bidder's risk and may result in rejection of the Bid;
- (b) received all relevant information requested from RUMSL;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of RUMSL;

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<sup>3</sup> Bidders may deduct TDS (if applicable as per their organization rules) and share the TDS challan with RUMSL.

<sup>4</sup> Bidders shall pay GST over and above the Document Cost specified in the RFP.

- (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid, for the development of the Unit and performance of its obligations under the Project Agreements;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any matter in relation to the Unit(s) shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from RUMSL, or a ground for termination of the Project Agreements; and
- (f) agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Project Agreements and comply with the “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg” and its subsequent amendments and clarifications. The Selected Bidder must ensure that the modules procured for the Unit should have been included in the ALMM list valid on the date of invoicing of such modules.
- (g) read and understood the office memorandum number 283/3/2018-GRID SOLAR dated 9 March 2021 issued by MNRE through which it has notified the imposition of basic customs duty on solar modules and solar cells with effect from 1 April 2022. The Bidder has acknowledged and has taken due cognizance of the basic custom duty trajectory specified under the abovementioned office memorandum while submitting the Bid. It is clarified that the imposition of basic customs duty through the abovementioned office memorandum will not be construed as a change in law event for this Project.
- (h) acknowledged and agreed to be bound by the Office Memorandum (*defined in the definition section*) and its subsequent amendments and clarifications.

## **23. RIGHTS OF RUMSL**

- 23.1 RUMSL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend the Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Financial Capacity requirement at any stage of the Bid Process;
  - (c) retain any information, documents and/or evidence submitted to RUMSL by and/or on behalf of any Bidder;
  - (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;



- (e) reject a Bid, if:
  - (i) at any time, a material misrepresentation or incorrect or false information is made or uncovered;
  - (ii) the Bidder in question does not provide, within the time specified by RUMSL, the supplemental information sought by RUMSL for evaluation of the Bid; or
  - (iii) the Bid does not meet the validity requirement as set out in Clause 11.1 of the RFP;
- (f) accept or reject a Bid, annul the Bid Process and reject all Bids, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Bidders. If RUMSL annuls the Bid Process and rejects all Bids, it may, in its sole discretion, invite fresh Bids from all the Qualified Bidders.

23.2 If RUMSL exercises its right under the Bid Documents to reject a Bid and consequently an Eligible Bidder which, during the Reverse Auction Process, quoted the lowest Tariff for a particular Unit gets disqualified or rejected, then RUMSL reserves the right to take any such measure as may be deemed fit in the sole discretion of RUMSL, including inviting fresh Bids from the Qualified Bidders or annulling the Bid Process.

23.3 If it is discovered during the Bid Process, at any time before signing the Project Agreements or after their execution and while they are in force that the Financial Capacity requirement has not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:

- (a) the Bidder shall be disqualified forthwith, if not declared as the Selected Bidder by the issuance of the LOA; or
- (b) the LOA shall be liable to be cancelled or the Project Agreements shall be liable to be terminated forthwith, if the Bidder has been declared as the Selected Bidder. RUMSL shall not be liable in any manner whatsoever to the Bidder for such cancellation or termination.

In such an event, RUMSL will have the right to invoke the Bid Security of such Bidder, and if after the execution of the Project Agreements the relevant counterparty(ies) to the Project Agreements shall have the right to forfeit and appropriate the performance bank guarantee, as a mutually agreed genuine pre-estimate of the loss suffered by RUMSL or the relevant counterparty(ies) to the Project Agreements, as the case may be, for, amongst others, RUMSL's or the relevant counterparty(ies) time, cost and efforts. Such forfeiture will be without prejudice to any other right or remedy that RUMSL may have under the Bid Documents and the relevant counterparty(ies) to the Project Agreements may have under the respective the Project Agreements or applicable law.

## **24. CORRESPONDENCE WITH BIDDERS**

Save as expressly provided in these Bid Documents, RUMSL will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

## **25. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA**

### **25.1 Proprietary Data**

All documents and other information provided by RUMSL or submitted by a Bidder to RUMSL will remain or become the property of RUMSL, as the case may be. Bidders are required to treat all information provided by RUMSL in the RFP and other Bid Documents as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.

### **25.2 Confidentiality Obligations of RUMSL**

RUMSL will treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. RUMSL may not divulge any such information or any information relating to the evaluation of the Bids or the Bid Process, unless:

- (a) such publication is contemplated under these Bid Documents; or
- (b) such publication or disclosure is made to any Person who is officially concerned with the Bid Process or is a retained professional advisor advising RUMSL or the Bidder on matters arising out of or concerning the Bid Process; or
- (c) such publication is made for promoting the Floating Solar Park, including the names of Bidders that participated in the Bid Process and the Tariff quoted by them; or
- (d) it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
- (e) such publication is to enforce or assert any right or privilege of the statutory authority and/or RUMSL or as may be required by law (including under the Right to Information Act, 2005); or
- (f) in connection with any legal process.

## **26. FRAUD AND CORRUPT PRACTICES**

- 26.1 Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, RUMSL may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through

an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

26.2 Without prejudice to the rights of RUMSL under Clause 26.1 above, if a Bidder is found by RUMSL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by the GoMP or any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the GoMP, from the date such Bidder is found by RUMSL to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

26.3 For the purposes of this Clause 26, the following terms will have the meanings given to them below:

(a) **corrupt practice** means:

- (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the GoMP or RUMSL who is or has been associated in any manner, directly or indirectly, with the Bid Process or has dealt with matters concerning the Units or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of the GoMP or RUMSL, will be deemed to constitute influencing the actions of a Person connected with the Bid Process); or
- (ii) appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of all the Project Agreements, as the case may be, any Person in respect of any matter relating to the Units, the Bid Process or any of the Project Agreements, who at any time has been or is a directly or indirectly appointed legal, financial or technical advisor of the GoMP or RUMSL on any matter concerning the Units or the Floating Solar Park.

For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Bidder or any of its Affiliates in the past but its assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the RFP. Nor will this restriction apply where such adviser is engaged after a period of 2 (two) years from the date of signing of all the Project Agreements;

(b) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;

(c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;

- (d) **undesirable practice** means: (i) establishing contact with any Person connected or employed or engaged by RUMSL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a conflict of interest, as defined in the RFP; and
  
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Bid Process.

## **27. GOVERNING LAW AND JURISDICTION**

### **27.1 Governing Law**

The Bid Process, the Bid Documents and the Bids shall be governed by, and construed in accordance with, the laws of India.

### **27.2 Exclusive Jurisdiction**

The competent courts at Bhopal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process and the RFP.

## SCHEDULE 1

### SCHEDULE OF BID PROCESS

RUMSL shall endeavor to adhere to the following schedule to conduct the Bid Process for Omkareshwar Floating Solar Park:

Sl.	Activity	Date
1.	Release of Draft RFP, IM and preliminary data in Data Room	July 23, 2022
2.	Issuance of draft Project Agreements	July 29, 2022
3.	Facilitated Site Visit (1 day)	August 05, 2022
4.	Pre-bid Meeting	August 22, 2022
5.	Last date of query submission by Bidders on RFP & project agreements	August 29, 2022
6.	Issuance of pre bid query response	September 09, 2022
7.	Issuance of final RFP and Project Agreements	September 14, 2022
8.	Proposal Due Date	September 26, 2022
9.	Opening of Technical Bids	September 27, 2022
10.	Opening of Financial Bids (for technically qualified Bidders)	To be communicated separately
11.	Reverse Auction Process & Selection of Successful Bidder for respective Unit	To be communicated separately
12.	Signing of PPA and Project Agreements	To be communicated separately

Note:

The timings for some of the above-mentioned events/deadlines will be displayed on ETS Portal. The timings for events not displayed on the portal shall be communicated separately.

## SCHEDULE 2

### E-BIDDING PORTAL

#### (Special Instructions to Bidders specific to E-Bidding Portal)

#### 1. General

The information set out in this Schedule 2 regarding e-bidding supplements the information provided in Section II of the RFP. For participating in the Bid Process online, it is recommended that Bidders should carefully read the instructions set out in this Schedule 2.

For conducting e-bidding (or electronic tendering), RUMSL has decided to use the portal <https://www.bharat-electronictender.com>, through ISN-ETS. This portal is based on a 'secure' and 'user friendly' software from ElectronicTender®, also referred to as ElectronicTenderSystem® (ETS).

The instructions in this Schedule 2 are supplemented with more detailed guidelines on the relevant screens of the ETS.

#### 2. E-Bidding Methodology

Sealed Bid System: Single-Stage Two Envelope

Auction: The sealed bid system would be followed by an 'e-ReverseAuction'

#### 3. Broad Outline of Activities from Bidder's Perspective:

- (a) Procure a Class- III Digital Signing Certificate (DSC)
- (b) Register on ElectronicTenderSystem® (ETS) (i.e., <https://www.bharat-electronictender.com>)
- (c) Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.
- (d) View Notice Inviting Tender (NIT) on ETS
- (e) For this tender - assign Tender Search Code (TSC) to a MA
- (f) Download official copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
- (g) Clarification to Tender Documents on ETS
  - Query to RUMSL (Optional)
  - View response to queries posted by RUMSL
- (h) Bid-Submission on ETS
- (i) Attend Public Online Tender Opening Event (TOE) on ETS - Opening of relevant Bid-Part (Qualification/ Technical-Part)
- (j) Post-TOE (i.e. Post Qualification/ Technical-Part) Clarification on ETS (Optional) - Respond to RUMSL Post-TOE queries
- (k) Attend Public Online Tender Opening Event (TOE) on ETS - Opening of relevant Bid-Part (i.e. Financial-Part)

- (l) Post-TOE (i.e. Post Financial-Part) Clarification on ETS (Optional) - Respond to RUMSL Post-TOE queries
- (m) Participate in e-ReverseAuction on ETS if determined to be 'Eligible' in accordance with the provisions of the RFP

**4. Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class - III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA). Please also refer to CCA's website (<http://www.cca.gov.in>) for further information in this regard.

**5. Registration**

To use the ElectronicTender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. If the Bidder already has a valid registration from his prior use of ETS, then the Bidder does not need to make any further tender specific registration. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the E-Bidding website/portal, and click on the 'Supplier Organization/Bidder' link under 'Registration' (on the Home Page), and follow further instructions as given on the E-Bidding Portal. Bidders are also required to pay the requisite annual registration fee to ISN-ETS for registering on the E-Bidding Portal (in this regard, please see Clause 2.2 of the RFP).

After successful submission of Registration details and Annual Registration Fee, please contact ETI/ ETS Helpdesk (as given below), to get your registration accepted/activated

**6. Important Note**

- (a) Suppliers/ Bidders interested in participating in the Bid Process must download the official copy of the RFP and other Bid Documents after login into the E-bidding Portal by using the login ID and password created during the registration process.
- (b) An authorised user of the Lead Member of a Consortium should register on the E-Bidding Portal and the concerned authorised user of the Lead Member should download the Official Copy of the RFP (i.e. Tender Documents). It is important to note that only an authorized user of the Lead Member should submit the Bids. If it is required by the Lead Member to involve a user of one of the Consortium Members for any the activities on the E-Bidding Portal, then the concerned user of the Lead Member can create a User Profile of such user of the Consortium Member. For any help in this regard kindly contact ISN-ETS /ETS Helpdesk. Only if the Bidder is not satisfied with the response from ISN-ETS, the Bidder may contact RUMSL.

<b>ISN-ETS/ETS Helpdesk</b>	
<b>Telephone/ Mobile</b>	Customer Support: [+91-124-4229071/ 72] From Monday to Friday from 10 AM to 6 PM except Government Holiday)

	Emergency Contact Number: +91-8287663763
<b>E-mail ID</b>	[support@isn-ets.com]

<b>RUMSL's Contact</b>	
<b>Contact Person</b>	Avaneesh Shukla, Executive Engineer
<b>Telephone/ Mobile</b>	+91-755-2980002/ +91-9425382849 [between 10:00 hrs to 18:00 hrs on working days]
<b>E-mail ID</b>	rumsinfo@mpnred.com

- (c) To minimize teething problems during the use of ETS (including the registration process), it is recommended that the Bidder should review the instructions given under 'ETS User-Guidance Center' located on the ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.
- (d) Please note that even after acceptance of Bidder's registration by ISN-ETS, to respond to a tender you will also require time to complete activities related to Bidder's organization, such as creation of users, assigning roles to them, etc.

#### 7. Some bidding related information for this tender (Sealed Bid)

The entire bid-submission would be online on ETS. Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes:
  - Envelope I Technical Part [Qualification Proposal as mentioned in Clause 13.1(a)]
  - Envelope II Financial Part [Financial Proposal as mentioned in Clause 13.1 (b)]
  - Submission of digitally signed copy of Tender Documents/ Addendum.

#### 8. General Help for Bid-Preparation and Bid-Submission

Bid Submission in ETS has comprehensive facilities which allow duly authorized users of a Bidder organization to prepare and submit bids in a highly secure manner. Depending upon the instructions of the Buyer organization, Bid Submission would typically consist of submissions as outlined below.

- Digitally Signed and Encrypted Bid-Parts (or Bid-Envelopes, viz, Qualification/ Technical-Part, Financial-Part). Each Bid-Part would consist of the following:
  - ElectronicForms: For each Bid-Part, the Bidder would be required to submit bid-summary of the tender in innovatively built, tender-specific 'ElectronicForms'. The Bidder should fill in various sections of the ElectronicForms, encrypt the data with ElectronicEncrypter™ in a highly secure manner, and submit it to ETS. After all sections are filled, the Bidder



should preview the filled ElectronicForm, digitally sign the content, and submit the ElectronicForm.

- Main-Bid (Mandatory): Once the ElectronicForm for a Bid-Part is digitally signed and submitted, the bidder can encrypt the corresponding 'Main-Bid' (i.e. a single file containing 'sensitive details' of that Bid-Part) with ElectronicEncrypter™ in a highly secure manner, digitally sign and upload the encrypted 'Main-Bid' to ETS. Maximum file size of 'Main-Bid' on this e-procurement portal is 10 MB. File formats allowed for 'Main-Bid' are -- .ZIP, .DOC, .DOCX, .XLS, .XLSX, .PDF, .DWF.

NOTE: If multiple documents are to be submitted as part of 'Main-Bid', then these documents should be zipped into a single file (one method of doing this would be to keep all required documents in a folder, and zipping the folder). This single zip file will then constitute the 'Main-Bid'.

- Bid-Annexures (Optional): Multiple digitally signed 'Bid-Annexures' ('Certificates', and other 'non-sensitive' information, et al) can be uploaded for each Bid-Part, as required. Maximum file size of 'Bid-Annexure' on this e-procurement portal is 10 MB. File formats allowed for 'Bid-Annexure' are -- .DOC, .DOCX, .XLS, .XLSX, .PDF, .DWF.

IMPORTANT: All Bid-Annexures of a Bid-Part should be uploaded prior to submission of Main Bid of that Bid-Part.

- Digitally signed copy of Tender Documents & Addenda

Once all the mandatory steps of Bid Submissions on ETS are completed the system shows the Overall Status of Bid Submission as 'Complete'.

Furthermore, after submission of the 'Original' Bids, ETS has a unique facility of allowing submission of 'Supplementary Bids' (e.g. Modification, Substitution). The process would be similar to the corresponding 'Original Bid' submission. In addition, facility is also provided in ETS to 'Withdraw a Bid'.

IMPORTANT: It is the responsibility of each Bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that Bidder. In the event of a Bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the Bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s).

## **9. Deleted**

## **10. Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by ISN-ETS, provision for security has been made at various stages in ElectronicTender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the ‘ElectronicForms’ and the ‘Main-Bid’ are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a ‘password’, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids (Qualification Proposal or Financial Proposal) cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of E-Bidding Portal.

CAUTION: All Bidders must fill Electronic Forms for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main-Bid. For transparency, the information submitted by a Bidder in the Electronic Forms is made available to other Bidders during the Online Public TOE. If it is found during the Online Public TOE that a Bidder has not filled in the complete information in the Electronic Forms, the relevant official responsible for online Public TOE (i.e. TOE officer) may make available for downloading the corresponding Main-Bid of that Bidder at the risk of the Bidder. Subject to Clause 13.1(b)(i) of the RFP, if variation is noted between the information contained in the Electronic Forms and the ‘Main-Bid’, the contents of the Electronic Forms shall prevail. In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

Additionally, the Bidder shall make sure that each Pass-Phrase to decrypt the relevant Bid-Part is submitted in accordance with Clause 13 of this RFP.

There is an additional protection with SSL/TLS Encryption during transit from the client-end computer of a Supplier organization to the E-Bidding portal.

## **11. Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers, as well as, authorized representatives of Bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of Bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to RUMSL’s office for the Public Online TOE.

Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’, including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating Bidders’ representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding ‘Pass-Phrase’ as submitted by the Bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating Bidders. The tedium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’.

ETS has a unique facility of ‘Online Comparison Chart’ which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled ‘Minutes of Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating Bidders for ‘Viewing/ Downloading’.

## 12. Some Bidding related Information for e-Reverse Auction (Reverse Auction Process)

Online Reverse Auction Process will be conducted after determining Eligible Bidders in accordance with Clause 16.2. The following would be parameters for e-Reverse Auction (i.e. Reverse Auction Process):

S. No	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Please refer to Schedule 1
2	Duration of Reverse-Auction Bidding Event	1 (one) hour Please refer to Clause 18.2(h)
3	Automatic extension of the ‘Reverse-Auction Closing Time’, if last bid received is within a ‘Pre-defined Time-Duration’ before the ‘Reverse-Auction Closing Time’	Yes Please refer to Clause 18.2(h)
3.1	Pre-defined Time-Duration	Within last 10 (ten) minutes Please refer to Clause 18.2(h)
3.2	Automatic extension Time-Duration	10 (ten) minutes Please refer to Clause 18.2(h)
3.3	Maximum number of Auto-Extension	Unlimited extensions Please refer to Clause 18.2(h)
4	Criteria of Bid-Acceptance	Please refer to Clause 18.2
5	Entity – Start-Price	Best Quotes for each Unit as mentioned in Clause 17.4
6	Entity – Reserve-Price	Reserve-Price for a Unit would be the price which is 10% (ten percent) less than <b>the Best Quotes</b> (i.e. Start-Price) as mentioned in Clause 18.2(g)
7	Minimum Bid-Decrement	1.00 Paisa. After Reserve-Price is achieved 0.10 Paisa (Note: Bidder can always submit higher values of decrement) Minimum Bid-Decrement for each Unit applicable on ‘Start-Price’ and after the ‘Reserve-Price’ has been met as mentioned in Clause 18.2(g)

### 13. Other Instructions

For further instructions, Bidders should visit the home-page of the E-bidding Portal (i.e., <https://www.bharat-electronictender.com>), and go to the **User-Guidance Center**.

The help information provided through 'ETS User-Guidance Center' is available in three categories: (a) Users intending to Register/First-Time Users; (b) Logged-in users of Buyer organizations; and (c) Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

### 14. Seven Critical Do's and Don'ts for Bidders

Specifically for supplier organizations, the following "**six Key Instructions for Bidders**" must be assiduously adhered to:

- (a) Obtain individual Digital Signing Certificate (DSC or DC) of Class-III, well in advance of your first tender submission deadline on ETS.
- (b) Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of - Marketing Authority (MA) (i.e., a department within the Supplier Organization/ Bidder responsible for responding to tenders), users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Bidder.
- (c) Get your organization's concerned executives trained on ISN-ETS well in advance of your first tender submission deadline on ISN-ETS.
- (d) For responding to any particular tender, the tender (i.e., its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of date and time of closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
- (e) Submit your bids well in advance of tender submission deadline on ISN-ETS (There could be last minute problems due to internet timeout, breakdown, et. al.).
- (f) It is the responsibility of each Bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that Bidder. In the event of a Bidder forgetting the

Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

- (g) ISN-ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

*While the first 3 (three) instructions mentioned above are especially relevant to first-time users of ISN-ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.*

#### **Additional DO'S AND DON'TS FOR BIDDERS Participating in e-ReverseAuction**

- (a) Get your organization's concerned executives trained for 'e-ReverseAuction' related processes on ETS well in advance of the start of 'e-ReverseAuction'.
- (b) For responding to any particular 'e-ReverseAuction', the 'e-ReverseAuction' (i.e., its Reverse Auction Search Code or RASC) has to be assigned to an MA.
- (c) It is important for each bidder to thoroughly read the 'rules and related criterion' for the 'e-ReverseAuction' as defined by the Buyer organization.
- (d) If applicable for an 'e-ReverseAuction' (such as in case of a Direct e-ReverseAuction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of 'e-ReverseAuction' bidding.
- (e) During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission.

**Note:** Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. RUMSL/ ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

- (f) It is important to digitally-sign your 'Final bid' after the end of 'e-Reverse Auction' bidding event.

#### **Minimum Requirements at Bidder's End**

- Computer System having configuration with minimum Windows 7 or above, and
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Signing Certificate(s) – Class-III

### **Vendors Training Program**

RUMSL, in coordination with the ISN-ETS, will share the training schedule for the training of the authorized representatives of the Bidders, in due course. ISN-ETS will charge INR 3,000 (Indian Rupees Three Thousand) plus applicable taxes for each executive of the Bidder attending the training programme, which will have to be paid by the Bidders directly to ISN-ETS, as per ISN-ETS's terms and conditions. All other necessary instructions will be communicated on the E-bidding Portal.

The authorized representative(s) of Bidders who wish to attend the training program are requested to carry a laptop with wireless internet connectivity, and Class-III Digital Signing Certificate (DSC).

## ANNEX 1

### LETTER OF BID

*(To be printed on the letterhead of the Bidder/Lead Member)*

Dated:

To,

CEO,  
Rewa Ultra Mega Solar Limited,  
Urja Bhawan,  
Link Road Number 2,  
Sivaji Nagar, Bhopal,  
Madhya Pradesh,  
India - 462016

**Sub: Response to RFP No: [●] for development of ..... [Insert number of Units for which qualification is sought] Units under Phase II (3x100 MW) of the Omkareshwar Floating Solar Park**

Dear Sir,

With reference to your RFP dated [\_\_\_\_\_], we, having read and examined in detail the Bid Documents and understood their contents, hereby submit our Qualification Proposal. The Qualification Proposal is unconditional and unqualified and valid for 120 (one hundred and twenty) days from the Proposal Due Date.

1. We give our unconditional acceptance to the Bid Documents issued by RUMSL. In token of our acceptance to the Bid Documents, the same have been initialed by us and enclosed with our Qualification Proposal<sup>5</sup>. We confirm and undertake that we shall sign and execute the Project Agreements as per the provisions of the RFP, without seeking any deviations or amendments, and the provisions of the Project Agreements shall be binding on us.
2. Our quoted capacity for the Units A, B and C as per Clause 1.5 of RFP, is tabulated below.

Unit	Capacity
A	..... MW
B	..... MW
C	..... MW

We confirm that in the event of our selection as Selected Bidder for a Unit, the quoted capacity as mentioned above for such Unit shall be final and binding on us throughout the

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<sup>5</sup> 'Initialed' to be construed as 'Digitally signed documents'. However, hard copy submissions of the documents to be submitted by the selected Bidder prior to LoA shall be signed/sealed in ink.

term of the PPA and shall not be revised under any circumstances subject to the provisions of the PPA.

3. We agree and confirm to unconditionally increase the validity of our Qualification Proposal in the event of request made by RUMSL as per Clause 11.2 of RFP.
4. We acknowledge that RUMSL will be relying on the information provided in the Bid and the documents accompanying the Qualification Proposal for selection of the Bidders for awarding the Unit, and we certify that all information provided in the Qualification Proposal and in the Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Qualification Proposal are true copies of their respective originals. In the event that any of the information provided in the Qualification Proposal is found to be incorrect after our selection as the Selected Bidder, we agree that the same would be treated as an event of default under the Project Agreements, and the respective counterparty(ies) under the Project Agreements shall have the right to terminate the respective Project Agreements.
5. We hereby unconditionally and irrevocably agree and accept that the decision made by RUMSL in respect of any matter regarding or arising out of this RFP shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
6. The statements in this letter are made for the express purpose of qualifying for participation in the Reverse Auction Process and selection as the Selected Bidder for the development, operation and maintenance of the Units(s) and we are enclosing herewith our response to the RFP with formats duly digitally signed as desired by you in accordance with the RFP, for your consideration.
7. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit our Bid and execute the Project Agreements for the development, operation and maintenance of the Units(s) in the event of our selection as the Selected Bidder.
8. We hereby understand and confirm that RUMSL reserves the right, at any time, to verify the documents furnished by us, including availability of the Net Worth to the extent claimed in the Qualification Proposal with the original documents and bank statements and the shareholding of the Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation up to the expiry of the Project Agreements. Further, we shall make available to RUMSL any additional information it may find necessary or require to supplement or authenticate the Bid.
9. We confirm that we shall submit, before signing the Project Agreements, the unaudited balance sheet of the previous month end along with complete bank statement starting from the date of submission of the Qualification Proposal along with a copy of the documents submitted with Registrar of Companies which became due during this period. We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, RUMSL shall be free to take appropriate action including invocation of Bid Security and blacklisting us for an appropriate period as decided by RUMSL.



10. We acknowledge the right of RUMSL to reject our Bid without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
11. We represent, warrant and undertake that:
- (a) we have examined and have no reservations to the Bid Documents and do not seek any deviations to the Bid Documents issued by RUMSL;
  - (b) we have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 26 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with RUMSL or any other public sector enterprise or any government, Central or State;
  - (c) we have taken steps to ensure that in conformity with the provisions of Clause 26 of the RFP, no Person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
  - (d) the Bid Documents and all other information provided by RUMSL are and shall remain the property of RUMSL and are provided to us solely for the purpose of preparation and the submission of our Bid in accordance with the RFP. We undertake that we shall treat all information received from or on behalf of RUMSL as strictly confidential and we shall not use such information for any purpose other than for preparation and submission of our Bid;
  - (e) we, [including the Members of the Consortium] or our Affiliates have not been barred by any government or government instrumentality in India or in any other jurisdiction in which we or our Affiliates belong or in which we conduct our business, from participating in any project or being awarded any contract as of the date of submission of our Qualification Proposal;
  - (f) [we, [including the Members of the Consortium] have not, in the 3 (three) years immediately preceding the Proposal Due Date, failed to perform any contract exceeding a contract value of INR 375,00,00,000 (Indian Rupees Three Hundred and Seventy Five Crores), as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Affiliates, as the case may be]; or  
  
[we, (name the relevant Members of the Consortium) have, in the 3 (three) years immediately preceding the Proposal Due Date, failed to perform the following contracts exceeding a contract value of INR 375,00,00,000 (Indian Rupees Three Hundred and Seventy Five Crore), as evidenced by the imposition of a penalty by an arbitral or judicial authority and/or arbitration award or a judicial pronouncement against us or our Affiliates, as the case may be and there is an appeal pending against such judicial pronouncement and/or arbitration award: (Provide contract and appeal details)];

- (g) [we, [including the Members of the Consortium] have not, in the 3 (three) years immediately preceding the Proposal Due Date, had any contract terminated by any government or government instrumentality for breach by us or our Affiliates, as the case may be]; or

[we, [including the Members of the Consortium] have, in the 3 (three) years immediately preceding the Proposal Due Date, had the following contracts terminated by a government or government instrumentality for breach by us or our Affiliates, as the case may be and there is an appeal pending against such termination before the stated judicial authority: (Provide contract and appeal details)];

- (h) we certify that we, [including the Members of the Consortium], or our/their Affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to participate in the Bid Process and, if selected as the Selected Bidder, which could cast a doubt on our ability to develop, operate and maintain the Unit, in accordance with the Project Agreement;
- (i) we, [including the Members of the Consortium], further certify that no investigation by a regulatory authority is pending either against us/ [any Member of the Consortium] or against our/their Affiliates or against our CEO or any of our directors, managers and employees;
- (j) we, [including the Members of the Consortium], certify that our/their Affiliate whose financial credentials have been relied upon to meet the Financial Capacity, will continue to remain our/their Affiliate until the expiry of 1 (one) year after the Unit COD.
- (k) we, [including the Members of the Consortium], certify that we, or our/their Affiliates have not been declared wilful defaulter to any lender, and that there is no major litigation pending or threatened against us or any of our/their Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

12. We understand that you may cancel the Bid Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Unit(s), without incurring any liability to the Bidders, in accordance with Clause 23.1 of the RFP.
13. We declare that we or our Affiliates are not submitting another Bid.
14. We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall intimate RUMSL of the same immediately.
15. We are submitting with this Qualification Proposal and all the documents that are required to be submitted in accordance with the RFP.
16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by RUMSL in connection with evaluation of Qualification Proposals, declaration of the Selected

Bidder(s), or in connection with the Bid Process itself, in respect of the Unit(s) and the terms and implementation thereof, to the fullest extent permitted by applicable law and waive any and all rights and/or claims we may have in this respect, whether actual or contingent, whether present or in future.

17. In the event of us being declared as the Selected Bidder, we agree to enter into Project Agreements. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
18. We understand that except to the extent as expressly set forth in the Project Agreements, we shall have no claim, right or title arising out of any documents or information provided to us by RUMSL or in respect of any matter arising out of or concerning or relating to the Bid Process.
19. If determined qualified to participate in the Reverse Auction Process, we undertake that the tariff that will be quoted by us will be after taking into consideration all the terms and conditions stated in the Bid Documents, our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.
20. We offer to submit a Bid Security to RUMSL in accordance with the RFP.
21. We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, shall we have any claim or right against RUMSL if the Unit is not awarded to us or our Bid is not opened or considered, as the case may be.
22. We further confirm that the technology proposed to be used by us for the Unit is commercially established and operational technology.
23. We declare and confirm that we have read Clause 3.3 of the RFP and agree to comply with the eligibility requirements set out therein to participate in this tender. Accordingly, we have also enclosed all necessary certificates (including the certificate as per the format set out in Annex 9) in support of the aforesaid compliance under the Office Memorandum and the RFP. We undertake to agree and confirm that, in the event of us being declared as the Selected Bidder, if any of the statements or documents submitted in this regard are found to be false, incorrect or misleading, RUMSL will be entitled to take appropriate action as it deems necessary.
24. We further declare and confirm that while submitting our Bid, we have taken cognizance of the office memorandum dated 10 March 2021 issued by MNRE with the subject “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg” and its subsequent amendments and clarifications. We shall ensure that the modules procured for the Unit are included in the ALMM list valid on the date of invoicing of such modules.
25. This Bid Process and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Bhopal will have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process.

In witness thereof, I/we submit this Qualification Proposal under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Dated this *[insert date]* day of *[insert month]* 2022

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Member)

## ANNEX 2

### FORMAT OF BID SECURITY

(Refer to Clause 7 and Clause 13)

(To be duly notarized and executed on stamp paper of appropriate value)

Ref. No. [\_\_\_\_\_]

Dated:

1. In consideration of you, Rewa Ultra Mega Solar Limited, having its registered office at Urja Bhawan, Link Road No. 2, Shivaji Nagar, Bhopal, Madhya Pradesh, India - 462016 (referred to as **RUMSL**, which expression will unless it is repugnant to the subject or context thereof include its, successors and assigns) having issued the RFP dated [.....] for the development, operation and maintenance of grid-connected floating solar photovoltaic projects with a cumulative capacity of 300 MW at Omkareshwar reservoir, Khandwa district, Madhya Pradesh (referred to as the **Project**) and [*insert name of Bidder/Lead Member*] with its registered office at [*insert address*] (referred to as the **Bidder**, which expression will unless it be repugnant to the subject or context thereof include its successors and assigns) submitting its Bid for the development, operation and maintenance of ..... Unit (s) [*Insert number of Units for which qualification is sought*] in the Project in response to the RFP, the Project Agreements and other Bid Documents, we [*insert Name of the Scheduled Bank*] having our registered office at [\_\_\_\_\_] and one of its branches at [\_\_\_\_\_] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of Clause 7 of the RFP, agrees irrevocably, unconditionally and unequivocally undertake to pay forthwith to **Rewa Ultra Mega Solar Ltd.** or its authorized representative forthwith, an amount of ..... [*Insert "INR 9,00,00,000/- [INR Nine Crores only]" if seeking qualification for one (1) Unit or "INR 18,00,00,000/- [INR Eighteen Crores only]" if seeking qualification for more than one (1) Unit*] (referred to as the **Guarantee**) on behalf of [*insert name of Bidder/Lead Member*] as our primary obligation without any proof or conditions, and without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by RUMSL stating that the Bidder has failed to fulfil and comply with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank. The Bank shall not require RUMSL to justify the invocation of this Guarantee, nor shall the Bank have any recourse against RUMSL in respect of any payment made hereunder.
3. We, the Bank, do hereby unconditionally undertake to, immediately and forthwith, pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other Person and irrespective of whether the claim of RUMSL is disputed by the Bidder or not, merely on the first demand from RUMSL stating that the amount claimed is due to RUMSL by

reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:

- (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 26 of the RFP;
- (b) if a Bidder is disqualified in accordance with the provisions of the RFP;
- (c) if, after the Proposal Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time; and
- (d) if a Bidder is selected as the Selected Bidder and it fails within the specified time limit to:
  - (i) sign and return, as acknowledgement, the duplicate copy of the LOA;
  - (ii) submit the requisite performance bank guarantee under the Project Agreements;
  - (iii) fulfil any other condition precedent to the execution of the Project Agreements; or
  - (iv) execute all the Project Agreements.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 4. This Guarantee shall be irrevocable and remain in full force for a period of 150 (one fifty) days from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between RUMSL and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
- 5. We, the Bank, further agree that RUMSL will be the sole judge to decide as to whether the Bidder has failed to fulfil or comply with the terms and conditions contained in the Bid Documents including, those events listed at Clause 3 above. The decision of RUMSL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between RUMSL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other Person.
- 7. In order to give full effect to this Guarantee, RUMSL will be entitled to treat the Bank as the principal debtor.

8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
9. The Bank's liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [*insert name of Bank along with branch address*] and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
12. It shall not be necessary for RUMSL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which RUMSL may have obtained from the Bidder or any other Person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of RUMSL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to ..... [*Insert "INR 9,00,00,000/- [INR Nine Crores only]" if seeking qualification for one (1) Unit or "INR 18,00,00,000/- [INR Eighteen Crores only]" if seeking qualification for more than one (1) Unit*]. The Guarantee will remain in force until ..... (indicate date falling 150 (one fifty) days after the Proposal Due Date). The Bank will be liable to pay the amount or any part of the Guarantee only if RUMSL serves a written claim on the Bank in accordance with Clause 11 of this Guarantee, on or before ..... (indicate date falling 150 (one fifty) days after the Proposal Due Date).
16. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Bhopal shall have exclusive jurisdiction.
17. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank

18. Capitalized terms used but not defined herein shall have the meanings given to them in the request for proposal No. [●] dated [●] issued by RUMSL.

Signed and Delivered by.....Bank

By the hand of Mr./Ms. .... its ..... and authorised official.

(Signature of the authorised signatory of the Bank)

**(Official Seal)**



### ANNEX 3

#### FORMAT FOR BOARD RESOLUTIONS

*(Refer to Clause 13.1(a)(iii))*

The Board, after discussion, at the duly convened Meeting on \_\_\_\_\_ (*Insert date*), with the consent of all the Directors present and in compliance with the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956), passed the following Resolution:

- (1) **RESOLVED THAT** Mr./Ms. \_\_\_\_\_, be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for development of grid-connected floating solar photovoltaic projects under Phase II (3x100 MW) at Omkareshwar Floating Solar Park located at Omkareshwar Reservoir, Madhya Pradesh in the country of India, including signing and submission of all documents and providing information to RUMSL, representing us in all matters and generally dealing with RUMSL in all matters in connection with our bid for the Unit(s) as per RFP issued by RUMSL. *(To be provided by the Bidder or the Lead Member)*
- (2) **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total Equity for developing the Unit. *(To be provided by the Bidder)*

*[Note: In the event the Bidder is a Consortium, in place of the above resolution at S. No. (2), the following resolutions are to be provided]*

**FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 2013 (erstwhile Companies Act, 1956) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest ( \_\_\_\_\_ %) Equity [*Insert the % Equity commitment as specified in JBA*] in the Unit. *(To be provided by each Member of the Consortium, including the Lead Member)*

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with M/s \_\_\_\_\_ [*Insert the name of other Members in the Consortium*] and Mr./Ms. \_\_\_\_\_, be and is hereby authorized to execute the JBA. Further, the Bid Documents, including the RFP and the Project Agreements have been read, examined and understood and also the Bid has been reviewed and each element of the Bid is agreed to. *(To be provided by each Member of the Consortium, including the Lead Member)*

**FURTHER RESOLVED THAT** Mr./Ms. \_\_\_\_\_, be and is hereby authorized to execute the Power of Attorney in favour of the Lead Member. *(To be provided by each Member of the Bidding Consortium except the Lead Member)*

And

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member and other Member of the Consortium in the JBA) to the extent becoming necessary towards the total Equity share in the Unit awarded to the Consortium, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the JBA dated [\_\_\_\_\_] executed by the Consortium as per the provisions of the RFP. *(To be passed by the Lead Member and other Members of the Consortium)*

- (3) **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. \_\_\_\_\_ (Insert name of the Bidder/ Member(s) of Consortium) to use our financial capability for meeting the Net Worth requirements for the Unit(s) and confirm that all the Equity investment obligations of M/s \_\_\_\_\_ (Insert name of the Bidder/ Member(s) of Consortium), shall be deemed to be our Equity investment obligations and in the event of any default the same shall be met by us. We have noted the amount of the performance bank guarantee required to be submitted as per the Project Agreements and confirm that in the event of failure by M/s \_\_\_\_\_ (Insert name of the Bidder/ Member(s) of Consortium) to submit the required performance bank guarantee, we shall submit the performance bank guarantee as required by. *(To be passed by the Affiliate/Parent whose financial credentials have been used for meeting the Financial Capacity)*

Certified true copy

\_\_\_\_\_ (Signature, Name and stamp of Company Secretary/Director)

*Notes:*

- *This certified true copy should be submitted on the letterhead of the Company passing the relevant Board Resolution, signed by the Company Secretary/Director of such Company.*
- *This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 2013 (erstwhile Companies Act, 1956) may be suitably modified to refer to the law applicable to the entity submitting the board resolution. In cases where the board resolution is being issued by a Company incorporated outside India, such board resolution must be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the board resolution is in compliance with the applicable laws of the respective jurisdictions of the Company passing the board resolution and the authorizations granted through the board resolution are true and valid. It is clarified that the legal opinion can be subject to customary assumptions, provided that such assumptions do not qualify the substantive aspect of the opinion.*

## ANNEX 4

### FORMAT FOR POWER OF ATTORNEY IN FAVOUR OF LEAD MEMBER OF CONSORTIUM

*(Refer Clause 3.1(e)(iii) and Clause 13.1(ii))*

Whereas Rewa Ultra Mega Solar Limited (**RUMSL**) has invited applications from interested parties for the development of 300 MW capacity under Phase II of grid-connected floating solar PV projects in Omkareshwar Reservoir, Madhya Pradesh (the **Unit(s)**).

Whereas, ....., ....., and ..... (collectively the **Consortium**) being Members of the Consortium and having signed a Joint Bidding Agreement dated [●], are interested in submitting a Bid for the Unit(s) in accordance with the terms and conditions of the Request for Proposal (**RFP**) and the other Bid Documents, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Unit(s) and its execution.

#### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**

We, ....., having our registered office at ....., and ....., having our registered office at ....., (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorise ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the **Attorney**). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium, and any one of us, during the Bid Process, including undertaking all acts required for the submission of the Bid in accordance with the terms and conditions of the RFP. Additionally, we also authorise the Lead Member to do any other acts or submit any information and documents related to the above Bid submission, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Unit(s), including but not limited to signing and submission of all applications, undertakings and other documents and writings, participate in bidders and other conferences and respond to queries, if required. In the event the Consortium is awarded the Project Documents for developing a Unit, we authorise the Lead Member to submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium in relation to the incorporation of the SPV and generally to represent the Consortium in all its dealings with RUMSL, and/or any other Government Agency or any Person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Unit and/or upon award thereof till incorporation of the SPV.

**AND** hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2022

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

(To be executed by authorized signatories of the Members of the Consortium, except the Lead Member)

Witnesses:

- 1.
- 2.

(Notarised)  
Accepted

.....

(Signature of the authorized signatory of the Lead Member)

(Name, Title and Address of the Attorney)

Instructions:

- (1) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Also, wherever required, the Members should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in*

*favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Member of the Consortium.*

## ANNEX 5

### FORMAT FOR JOINT BIDDING AGREEMENT

*(Refer to Clause 3.1(e)(iv) and Clause 13.1(iv))*

*(To be executed on stamp paper of appropriate value. Foreign entities submitting Bid are required to follow the applicable law in their country)*

THIS JOINT BIDDING AGREEMENT is entered into on this [\_\_\_] Day of [\_\_\_\_\_] 2022.

AMONGST

1. [\_\_\_\_\_], with its registered office at [\_\_\_] (referred to as **Member 1** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

2. [\_\_\_\_\_], with its registered office at [\_\_\_] (referred to as **Member 2** which expression will, unless repugnant to the context include its successors and permitted assigns)

AND

3. [\_\_\_\_\_], with its registered office at [\_\_\_] (referred to as the **Member 3** which expression will, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties namely Member 1 [and] [,] Member 2, [and Member 3] are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

**WHEREAS**

- (A) Rewa Ultra Mega Solar Limited (referred to as **RUMSL** which expression will, unless repugnant to the context or meaning thereof, include its successors and assigns) has invited bids (the **Bid**) by its Request for Proposal No. [\_\_\_] dated [\_\_\_] (the **RFP**) for selection of bidder(s) for development, operation and maintenance of 300 MW capacity grid connected floating solar photovoltaic power projects in Omkareshwar Reservoir , Madhya Pradesh (**Unit(s)**).
- (B) The Parties are interested in jointly bidding for the Unit(s) as Members of a Consortium and in accordance with the terms and conditions of the Bid Documents in respect of the Unit(s).
- (C) Clause 3.1(e)(iv) of the RFP stipulates that the Bidders qualifying on the strength of a Consortium shall submit a legally enforceable Joint Bidding Agreement in a format specified in the RFP, whereby the Members of the Consortium undertake to be liable for their respective Equity investment commitment for the formation of an SPV and undertake to submit the performance bank guarantee as required as per the provisions of the RFP and Project Agreements, as specified herein.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and interpretations**

In this Agreement, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process.

2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for participating in the Bid Process, either directly or indirectly or through any of their Affiliates.

2.3 We, the Members of the Consortium and Parties to the Joint Bidding Agreement do hereby unequivocally agree that \_\_\_\_\_ (**Insert name of the Lead Member**), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of \_\_\_\_\_ (the names of all the other Members of the Consortium to be filled in here).

2.4 The Lead Member is hereby authorized by the Members of Consortium and Parties to the Joint Bidding Agreement to bind the Consortium and receive instructions for and on behalf of all Members of the Consortium.

2.5 The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Equity obligations. Each Member of the Consortium further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Joint Bidding Agreement.

**3. Incorporation of SPV**

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Unit(s), it will incorporate a special purpose vehicle (**SPV**) under the Companies Act, 2013 for entering into the Project Agreements with the relevant counterparty(ies) and for performing all its obligations in terms of the Project Agreements for the Unit(s).

**4. Equity Contribution**

The percentage of Equity holding of each Member of the Consortium in the Project Company shall be / is as follows:

Name	Percentage of Equity holding
Lead Member*	_____
Member 2	_____

Name	Percentage of Equity holding
[Member 3]	_____
<b>Total Equity</b>	<b>100%</b>

*(Note: The percentage Equity holding/ for any Member of the Consortium in the Project cannot be Zero in the above table.*

*\*The Members of the Consortium shall subscribe and continue to hold not less than 51% (fifty one percent) of the total Equity with voting rights of the SPV from the date of incorporation of the SPV at any time prior to 1 (one) year from the COD, provided that the Lead Member shall subscribe and hold not less than 26% (twenty six percent) of the total Equity with voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Unit COD.)*

In case of any breach of any of the Equity holding as specified under Clause 4 above by any of the Members of the Consortium, the Lead Member shall be liable for the consequences thereof.

## **5. Equity Lock-in**

The Parties acknowledge that the Members of the Consortium shall subscribe and continue to hold not less than 51% (fifty one percent) of the total Equity with voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1 (one) year from the Unit COD, provided that the Lead Member shall subscribe and hold not less than 26% (twenty six percent) of the total Equity and voting rights of the SPV from the date of incorporation of the SPV until the expiry of a period of 1(one) year from the Unit COD. Further, the Members of the Consortium, as on the date of submission of the Bid, shall not cede control of the Consortium until the expiry of a period of 1 (one) year from the Unit COD, unless permitted otherwise by RUMSL and the Procurer.

## **6. General**

- 6.1 Except as specified in the Joint Bidding Agreement, it is agreed that sharing of responsibilities as aforesaid and Equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
- 6.2 It is further specifically agreed that the financial liability for Equity contribution of Lead Member shall, not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of their scope of work or financial commitments.
- 6.3 This Joint Bidding Agreement shall be construed and interpreted in accordance with the laws of India and courts at Bhopal alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
- 6.4 It is hereby agreed that the Lead Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Consortium.



- 6.5 It is hereby agreed that in case of selection of the Consortium as the Selected Bidder, the Parties shall furnish the requisite performance bank guarantee under the Project Agreements in favor of the counterparty(ies), as stipulated in the Project Agreements. The Lead Member shall be responsible for ensuring the submission of the requisite performance bank guarantee on behalf of all the Members of the Consortium.
- 6.6 It is further expressly agreed that the Joint Bidding Agreement shall be irrevocable and, for the Selected Bidder, shall remain valid over the term of the Project Agreements.
- 6.7 The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members of the Consortium respectively from time to time in response to the RFP for the purposes of the Bid.
- 6.8 It is agreed by the Members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members, with regards to all matters relating to the Unit(s) as envisaged under the Bid Documents and Project Agreements.
- 6.9 It is hereby expressly agreed between the Parties to this Joint Bidding Agreement that neither Party shall assign or delegate its rights, duties or obligations under this Agreement except with prior written consent of RUMSL.
- 6.11 This Joint Bidding Agreement
- (a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
  - (b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof;
  - (c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of RUMSL:

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of LEAD MEMBER by:	SIGNED, SEALED AND DELIVERED For and on behalf of MEMBER 2 by:
(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)
SIGNED, SEALED AND DELIVERED For and on behalf of MEMBER 3 by:	In Presence of: 1.

	2.
(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

## ANNEX 6

### FORMAT FOR LETTER OF NET WORTH

*(Refer to Clause 13.1(a)(v) and Clause 15.5 of the RFP)*

*(To be printed on Bidder/Lead Member's letterhead)*

To,  
CEO,  
Rewa Ultra Mega Solar Limited,  
Urja Bhawan,  
Link Road Number 2,  
Sivaji Nagar, Bhopal,  
Madhya Pradesh,  
India - 462016

Date:

Dear Sir,

**Sub: Development of Phase II (300 MW) at Omkareshwar Reservoir, Madhya Pradesh**

#### **1. (Applicable in case of Bidder being a single company- Bidding Company)**

We certify that the ..... [Insert name of Bidding Company/ Affiliate or Parent, as applicable] has a Net Worth of INR [ ] (Indian Rupees \_\_\_\_\_) or equivalent USD, computed as per instructions in RFP, based on unconsolidated audited annual accounts (Refer Note iv below) in the immediately preceding financial year FY 2020-21.:

S. No.	Name of Bidding Company/ Affiliate or Parent whose financial capability is to be considered.	Relationship with the Bidding Company*	Net Worth (INR Crore)
1			

\*The column for 'Relationship with Bidding Company' is to be filled only when the financial capability of Affiliate or Parent is used for meeting the Net Worth requirement

*(Signature & Name of the person authorised by as per PoA or Board)*      *(Signature and Stamp of Statutory Auditor/chartered accountant)*

**Company Rubber Stamp**

#### **Note to Bidders:**

- Along with the above format, in a separate sheet, please provide details of computation of Net Worth duly certified by the statutory auditor/chartered accountant.

- ii. Bidder to furnish copy of unconsolidated audited annual accounts of the Financial Year ending on 31 March 2021 (or immediately preceding Calendar Year or the accounting year as adopted by the foreign Bidder in accordance with the laws of the respective country) of itself or its Affiliate/Parent whose credentials are used for meeting the Net Worth requirement. In the event the Bidding Company or any Member of Consortium was incorporated on or after 1 April 2021, Bidder to refer to Clause 15.5 (c) of RFP in this regard.
- iii. Documentary evidence to establish the relationship of an Affiliate/ Parent, duly certified by the chartered accountant/statutory auditor is required to be attached with the format.
- iv. Audited consolidated annual accounts of Bidder/Affiliate/Parent may be used as per Clause 15.5 (b) of this RFP.

**2. Applicable in case of Consortium**

**(To be filled by each Member of the Consortium separately on its letterhead including the Lead Member)**

**Name of Member: [Insert name of the Member]**

Net Worth requirement to be met individually or collectively by the Members of the Consortium, subject to the Lead Member demonstrating at least 51% of the Net Worth required for qualification.

We certify that the ..... [Insert name of Member/ Affiliate or Parent, as applicable] has a Net Worth of INR [ ] (Indian Rupees \_\_\_\_\_ ) or equivalent USD, computed as per instructions in RFP, based on unconsolidated audited annual accounts (Refer Note iv below) in the immediately preceding financial year FY 2020-21

<b>Name of Consortium Member</b>	<b>Name of Company /Affiliate or Parent whose Net Worth is to be considered</b>	<b>Relationship with Member of the Consortium</b>	<b>Net Worth (in INR Million)</b>	<b>Equity Commitment in the Consortium (%)</b>
(1)	(2)	(3)	(5)	(6)
<b>Lead Member</b>		Self		
		[Affiliate/Parent]		
<b>Member 1</b>		Self		
		[Affiliate/Parent]		
<b>[Member 2]</b>		[Self]		
		[Affiliate/Parent]		
				100%

Exchange Rates considered (if applicable)

USD to INR: USD 1 = INR.....

Other Currency..... (Bidder to specify the other currency) 1..... = INR.....

Certificate from the Banker in respect of the Exchange rate is enclosed at Appendix----

*Requirements. Further, documentary evidence to establish the relationship of an Affiliate/Parent, duly certified by the company secretary/chartered accountant is required to be attached with the format.*

We are submitting in a separate sheet, details of computation of Net Worth duly certified by Statutory Auditor or a Chartered Accountant. The detailed sheet is enclosed at Appendix-\_\_\_\_\_

We are enclosing the certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank and other documents in support thereof for confirmation of balance in cash & bank as per the stipulations of the RFP as under:

S. No.	Document Description	Enclosed at Appendix
1		
2		
3.		

*(Signature & Name of the person authorised by PoA or Board)*                      *(Signature and Stamp of Statutory Auditor/chartered accountant)*

**Company Rubber Stamp**

Date:

**Note: Bidders are advised in their own interest to furnish the detailed computation sheet by Statutory Auditor or Chartered Accountant for determination of Net Worth along with supporting documents referred therein as per the requirements of RFP without which no claim for Net worth shall be considered.**

**Note to Bidders:**

- i. Along with the above format, in a separate sheet, please provide details of computation of Net Worth duly certified by the statutory auditor/chartered accountant.
- ii. Bidder to furnish copy of unconsolidated audited annual accounts of the Financial Year ending on 31 March 2021 (or immediately preceding Calendar Year or the accounting year as adopted by the foreign Bidder in accordance with the laws of the respective country) of itself or its Affiliate/Parent whose credentials are used for meeting the Net Worth requirement. In the event the Bidding Company or any Member of Consortium was incorporated on or after 1 April 2021, Bidder to refer to Clause 15.5 (c) of RFP in this regard.
- iii. Documentary evidence to establish the relationship of an Affiliate/ Parent, duly certified by the chartered accountant/statutory auditor is required to be attached with the format.
- iv. Audited consolidated annual accounts of Bidder/Affiliate/Parent may be used as per Clause 15.5 (b) of this RFP.

## ANNEX 7

### FORMAT FOR FINANCIAL PROPOSAL

*(Refer to Clause 13.1(b) of the RFP)*

*(To be printed on the letterhead of the Bidder/Lead Member)*

Dated:

To,  
CEO,  
Rewa Ultra Mega Solar Limited,  
Urja Bhawan,  
Link Road Number 2,  
Sivaji Nagar, Bhopal,  
Madhya Pradesh,  
India - 462016

**Sub: Response to RFP No: [●] for development of Phase II (300 MW) at the Omkareshwar Floating Solar Park**

Dear Sir,

With reference to your RFP dated [\_\_\_\_\_], we, having read and examined in detail the Bid Documents and understood their contents, hereby submit our Financial Proposal for each of the 3 (three) Units A, B and C of Omkareshwar Floating Solar Park. We understand and agree that evaluation of our Financial Proposal shall be governed by Clause 17 and Clause 18 of the RFP. The Financial Proposal is unconditional and unqualified and valid for 120 (one hundred and twenty) days from the Proposal Due Date. We agree and confirm to unconditionally increase the validity of our Financial Proposal in the event of request made by RUMSL as per Clause 11.2 of RFP. We further agree and confirm that in the event of our selection as a Selected Bidder for a Unit, the capacity quoted by us for such Unit shall be final and shall not be revised under any circumstances subject to the provisions of the PPA.

#### **Tariff**

<b>Unit</b>	<b>Quoted Capacity*</b>	<b>Tariff (in Paisa per kWh)**</b>
Unit A	..... MW	
Unit B	..... MW	
Unit C	..... MW	

\*Bidder to refer to Clause 1.5 of RFP

\*\*Bidder to refer to Clause 12 and Clause 13.1 (b) of RFP. Tariff to be quoted separately for each of the three (3) Units irrespective of the number of Units for which qualification is sought. Tariff to be quoted in Paisa without any decimal.

#### **Unit Preference**

<b>S. No.</b>	<b>Preference for Units</b>	<b>Unit</b>
---------------	-----------------------------	-------------

		(Enter Unit A, Unit B or Unit C against the relevant preference. Do not repeat the same Unit in any of the rows)
1	1 <sup>st</sup> Preference	
2	2 <sup>nd</sup> Preference	
3	3 <sup>rd</sup> Preference	

In witness thereof, I/we submit this Financial Proposal under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Dated this *[insert date]* day of *[insert month]* 2022

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Member)

## ANNEX 8

### FORMAT OF LETTER PROPOSING REVISIONS TO THE MSO AND GEO THRESHOLDS

*(Refer to Clause 1.10 and Clause 13 of the RFP)  
(To be printed on Bidder/Lead Member's letterhead)*

Dated:

To,

CEO,  
Rewa Ultra Mega Solar Limited,  
Urja Bhawan,  
Link Road Number 2,  
Sivaji Nagar, Bhopal,  
Madhya Pradesh,  
India - 462016

Dear Sir,

**Sub: Upward revision of the existing MSO and GEO thresholds as per Clause 1.10 of RFP**

*[Insert as applicable as per Clause 1.10 (c) or Clause 1.10(d) of RFP]*

With reference to your RFP dated [\_\_\_\_\_] for Units [A/B/C], we agree to the Minimum Supply Obligation (MSO) and the Guaranteed Energy Offtake (GEO) values currently prescribed in Clause 1.10(b) of RFP/propose for Units [A/B/C] the following upward revisions to the currently prescribed Minimum Supply Obligation and Guaranteed Energy Offtake thresholds in Clause 1.10(b) of RFP, in the same proportion.

OR/AND<sup>6</sup>

With reference to your RFP dated [\_\_\_\_\_] for Units [A/B/C], we agree to the base values of the Minimum Supply Obligation (MSO) and the Guaranteed Energy Offtake (GEO) prescribed in Annex 8A corresponding to the proposed lower capacity of the Unit/propose for Units [A/B/C] the following upward revisions to the Minimum Supply Obligation and Guaranteed Energy Offtake base values as per Annex 8A for the proposed lower capacity of the Unit, in the same proportion.

**For Unit A (Quoted Capacity: ..... MW)**

S. No.	Particulars	Prescribed base values as per Clause 1.10 (b) of RFP for 100	Prescribed Base Values for Quoted Capacity less	Increased values (MUs)	Percentage (%) of increase
--------	-------------	--	---	------------------------	----------------------------

<sup>6</sup> Strike out/delete OR if AND is applicable.



		MW*	than 100 MW as per Annex 8A**		
1.	Minimum Supply Obligation				
2.	Guaranteed Energy Offtake				

\*Bidder to provide base values as per Clause 1.10 (b) of RFP.

\*\*Bidder to provide base values as per Annex 8A.

**For Unit B (Quoted Capacity: ..... MW)**

S. No.	Particulars	Prescribed base values as per Clause 1.10 (b) of RFP for 100 MW*	Prescribed Base Values for Quoted Capacity less than 100 MW as per Annex 8A**	Increased values (MUs)	Percentage (%) of increase
1.	Minimum Supply Obligation				
2.	Guaranteed Energy Offtake				

\*Bidder to provide base values as per Clause 1.10 (b) of RFP.

\*\* Bidder to provide base values as per Annex 8A.

**For Unit C (Quoted Capacity: ..... MW)**

S. No.	Particulars	Prescribed base values as per Clause 1.10 (b) of RFP for 100 MW*	Prescribed Base Values for Quoted Capacity less than 100 MW as per Annex 8A**	Increased values (MUs)	Percentage (%) of increase
1.	Minimum Supply Obligation				

2.	Guaranteed Energy Offtake				
----	---------------------------	--	--	--	--

*\*Bidder to provide base values as per Clause 1.10 (b) of RFP.*

*\*\* Bidder to provide base values as per Annex 8A.*

Yours faithfully,

Dated this *[insert date]* day of *[insert month]* 2022

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Member)

**Note:** *In case Bidder chooses to revise the values of MSO and GEO as per Clause 1.10(c)(ii) or Clause 1.10(d)(ii), then it must ensure that the MSO values and the GEO values are increased in the same proportion for a particular Unit. In case the Bidder decides to agree to the MSO and the GEO values currently prescribed as per Clause 10.1(b) or as per Clause 1.10(d)(i), then the percentage increase will be indicated as 0% (zero percent) in Annex 8.*

## ANNEX 8A

### PRESCRIBED BASE VALUES OF MSO AND GEO AS PER CLAUSE 1.10(d)

*(Refer to Clause 1.10(d) and Annex 8)*

S. No.	Unit Capacity	Prescribed Base Values for quoted capacity less than 100 MW	
		Minimum Supply Obligation (MUs)	Guaranteed Energy Offtake (MUs)
1.	99 MW	173 MUs	204 MUs
2.	98 MW	172 MUs	202 MUs
3.	97 MW	170 MUs	200 MUs
4.	96 MW	168 MUs	198 MUs
5.	95 MW	166 MUs	196 MUs
6.	94 MW	165 MUs	194 MUs
7.	93 MW	163 MUs	191 MUs
8.	92 MW	161 MUs	189 MUs
9.	91 MW	159 MUs	187 MUs
10.	90 MW	158 MUs	185 MUs

**ANNEX 9**

**FORMAT OF CERTIFICATE AS PER OFFICE MEMORANDUM**

*(Refer to Clause 3.3 and Clause 13 of the RFP)*

*(to be submitted on the letterhead of the Bidder/Lead Member)*

Dated:

To,

CEO,  
Rewa Ultra Mega Solar Limited,  
Urja Bhawan,  
Link Road Number 2,  
Sivaji Nagar, Bhopal,  
Madhya Pradesh,  
India - 462016

With reference to the Office Memorandum, we submit the following certificate to RUMSL.

Certificate for Bid

We have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We, ..... (Bidder's name) certify that we are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

*[Where applicable, evidence of valid registration by the Competent Authority to be attached].*

Yours faithfully,

Dated this *[insert date]* day of *[insert month]* 2022

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Member)

**ANNEX 10**

**AUTHORIZATION FROM AFFILIATE/PARENT**

Authorization from Affiliate/Parent of Bidding Company/ Member of Bidding Consortium whose financial capability has been used by the Bidding Company/ Member of Bidding Consortium

*(Refer to Clause 13.1 (a) (vii) and Clause 13.5 of the RFP)*

*(to be submitted on the letterhead of the Affiliate/Parent)*

Dated:

To,

CEO,  
Rewa Ultra Mega Solar Limited,  
Urja Bhawan,  
Link Road Number 2,  
Sivaji Nagar, Bhopal,  
Madhya Pradesh,  
India - 462016

**Sub: Response to RFP No: [●] for development of Phase II (3x100 MW) of the Omkareshwar Floating Solar Park**

Dear Sir,

We refer to RFP dated ..... [Insert start date of sale of RFP by Bid Process Authority] including amendments thereof (“RFP”) issued by you for development of Omkareshwar Floating Solar Park.

We confirm that M/s. .... [Insert name of Bidding Company/ Consortium Member] has been authorized by us to use our financial capability for meeting the Financial Capacity.

*[To be added by Affiliate/Parent whose financial capability has been used for meeting the Financial Capacity]* “We have carefully read and examined in detail RFP and confirm that we are submitting, along with this Bid, legally binding undertaking supported by a board resolution that all the equity investment obligations of M/s..... [Insert Name of Bidding Company/ Consortium Member], shall be deemed to be our equity investment obligations and in the event of any default by the M/s..... [Insert Name of Bidding Company/ Consortium Member], the same shall be met by us.”

For and on behalf of M/s..... [Insert Name and Seal of Affiliate/Parent].

Yours faithfully,

Dated this [insert date] day of [insert month] 2022

(Signature, name and designation of the authorised signatory\* of the Affiliate/Parent)

\* Bidder to submit the authorization letter from the Affiliate/Parent in the form of PoA/ copy of board resolution authorizing the signatory

**ANNEX 11**

**FORMAT FOR CERTIFICATE OF RELATIONSHIP**

Format for certificate of relationship of Affiliate /Parent with the Bidding Company or with the Member of the Bidding Consortium, including the Lead Member

*(Refer to Clause 13.1 (a) (viii) and Clause 15.5 of the RFP)*

*(to be submitted on the letterhead of the Bidding Company/Member if financial credentials of Affiliate/Parent are used)*

Dated:

To,

CEO,  
Rewa Ultra Mega Solar Limited,  
Urja Bhawan,  
Link Road Number 2,  
Sivaji Nagar, Bhopal,  
Madhya Pradesh,  
India - 462016

**Sub: Response to RFP No: [●] for development of development of Phase II (3x100 MW) of the Omkareshwar Floating Solar Park**

Dear Sir,

We hereby certify that M/s. .... is the Affiliate/Parent of the Bidding Company/ Member of the Bidding Consortium as per the definition of Affiliate/Parent as provided in this RFP and based on details of equity holding as on sixty (60) days prior to Proposal Due Date.

The details of equity holding of the Bidding Company/ Member of the Consortium in the Affiliate or vice versa as on sixty (60) days prior to Proposal Due Date are given as below:

<b>Name of Bidding Company/ Member of Bidding Consortium</b>	<b>Name of the Affiliate of the Bidding Company/ Member of the Bidding Consortium*</b>	<b>Name of the Parent Company of the Bidding Company/ Member of Bidding Consortium</b>	<b>Name of the company having common control in the Affiliate and the Bidding Company/ Member of Bidding Consortium</b>

\* Bidding Company/ Member of the Bidding Consortium to hold more than fifty percent (50%) in

such Affiliate (as per definition of RFP) as on sixty (60) days prior to Proposal Due Date.

Documents submitted in support of establishing the relationship with the Affiliate with the Bidding Company or with the Member of the Bidding Consortium (including Lead Member) in terms of the provisions of Clause 15.5 (a) of this RFP are as follows:

1. ....
2. ....
3. ....

.....  
(Signature of the Statutory Auditor of Bidder or Chartered Accountant)

Name: .....

Place: .....

Date: .....

Yours faithfully,

Dated this *[insert date]* day of *[insert month]* 2022

Name and seal of the Bidder

(Signature, name and designation of the authorised signatory of the Bidder/Lead Member)

